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	Five.	Ten.	Twenty.	Thirty.	Forty.
	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*738 0	*1,022 0
30	112 0	211 0	484 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*938 10	*1,345 10
50	147 0	278 10	*636 10	*1,136 0
60	197 10	372 0	*836 10

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The Hon. Mr. Justice KEKEWICH.

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LONDON, JANUARY 25, 1890.

CURRENT TOPICS.

THE PROFESSION are to be congratulated on the appointment which has been made to the Mastership of the Supreme Court vacated by the death of Master FRANCIS. Mr. W. F. ARCHIBALD, the new master, is not only exceptionally qualified in the way of knowledge and experience for the duties of his office—his works on the practice of judges' chambers and on the practice in the Queen's Bench Division are well known—but we anticipate that in respect of care, patience, and courtesy he will be found to be not less well qualified for his new position.

BY THE TIME the judges leave town on circuit, the work now remaining to be disposed of by the two divisions of the Court of Appeal will have been so reduced as to leave little more than can be disposed of by one court. Unless, therefore, the appeals set down between the present time and the end of March are very numerous, some of the judges of the Court of Appeal will be at liberty; and able to occupy themselves in the Queen's Bench Division.

ON THURSDAY LAST the Court of Appeal No. 1 was deprived of the assistance of Lord Justice BOWEN, who was suffering from an attack of influenza. As, however, the probability of his absence had been foreseen, a list of interlocutory appeals was provided, which the Master of the Rolls and Lord Justice FRY were able to dispose of. There was a short list of bankruptcy appeals fixed for Friday, but these had to be postponed, interlocutory appeals taking their place.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel:—Two members of the Northern Circuit—Mr. EDMUND MACBRY, 1853, and Mr. ALBERT VENN DICEY (late junior standing counsel to the Commissioners of Inland Revenue), 1863; one member of the North-Eastern Circuit—Mr. CYRIL DODD, 1869; two members of the South-Eastern Circuit—Mr. RICHARD OUSLEY BLAKE LANE, 1870, and Mr. SIDNEY WOOLF, 1873; one member of the Midland Circuit and Parliamentary Bar—Mr. CHARLES ALFRED CRIPPS, 1877; one member of the Equity Bar—Mr. RICHARD BURDON HALDANE, M.P., 1879; and two complimentary "silks"—Sir AUGUSTUS KEPPEL STEPHENSON, K.C.B., Solicitor to the Treasury and Director of Public Prosecutions, 1852, and Sir WILLIAM HARDMAN, Chairman of the Surrey Sessions, 1852.

IN THE INTERESTING CASE of *Cochrane v. Moore*, the hearing of which before the Court of Appeal was concluded on Monday, a learned counsel, embarrassed, we suppose, by certain quotations made by the court from BRAXTON, proceeded to disparage his authority. "BRAXTON," he said, "was an ecclesiastic, and a Frenchman, and naturally admired the civil law." A more unfortunate observation could hardly have been made. As counsel was promptly

and accurately reminded by the court, BRACTON was born in Devonshire or Somersetshire. There are, it appears, two villages in Devonshire which claim the honour of being his birthplace, and the claim is disputed by another place near Minehead. And as to his being an ecclesiastic, though this is true, it does not appear that he held any benefice or ecclesiastical office until late in life, when he was appointed Archdeacon of Barnstaple, and subsequently Chancellor of Exeter Cathedral. What is certain is, that, as Lord Justice BOWEN remarked, he was an English judge for more than twenty years before his death, constantly going on circuit. But the peculiar inappropriateness of counsel's observation lies in this—that the leading characteristic of BRACTON's work is also now the distinctive characteristic of English law. As Mr. MAITLAND has well observed, in his valuable introduction to BRACTON's Note Book, "nothing is more remarkable in BRACTON's book than his profuse reference to decisions. His law is case law."

THE REVISED Consolidated Regulations of the Four Inns of Court have now been issued, and clauses 14 and 15, relating to the call of solicitors to the bar, are as follows:—

"14. A student who, previously to his admission at an inn of court, was a solicitor in practice for not less than five years (and, in accordance with rule 7, has ceased to be a solicitor before his admission as a student) may be examined for call to the bar without keeping any terms, and may be called to the bar upon passing the public examination required by these rules, without keeping any terms;

"Provided that such solicitor has given at least twelve months' notice in writing to each of the four inns of court, and to the Incorporated Law Society, of his intention to seek call to the bar, and produces a certificate signed by two members of the Council of the Incorporated Law Society that he is a fit and proper person to be called to the bar.

"15. A student coming under the last preceding rule may be exempted by the masters of the bench of the inn to which he seeks admission from passing the examination preliminary to admission."

Under these regulations (coupled with regulations 1 and 2) solicitors who have not passed a public examination at any university within the British dominions, or certain other examinations therein mentioned, will, unless exempted by the benchers under regulation 15, have to pass the preliminary examination before being admitted as students, as well as the examination for call to the bar. It cannot be doubted, however, that the benchers will exercise fairly their power of dispensation from the former examination, and it seems to us that under these regulations the facilities for interchange are made as wide as can reasonably be required.

THE QUESTION whether an action of contract, pending in the High Court, in which the sum originally claimed has been reduced below £100 by a payment made *after* action brought, can be remitted to the county court, under section 65 of the County Courts Act, 1888, came before the Queen's Bench Division a day or two ago in the case of *Hodgson v. Bell*, when the court were divided in opinion. Mr. Justice DENMAN held that as, under the above enactment, an action of contract can now be remitted "*at any time*," whereas, formerly, this could only be done *within eight days from service of the writ upon the defendant* (County Courts Act, 1867, s. 7), an action of contract in which over £100 is claimed may be brought within the derivative jurisdiction of the county court by a payment *after* action brought. Mr. Justice WILLS, however, took the contrary view, which coincides with that previously expressed in these columns (*ante*, p. 151). He said that it appeared to him that there had been a deliberate adoption in the County Courts Act, 1888, of the words contained in section 7 of the County Courts Act, 1867, which had already received judicial construction (*Foster v. Usherwood*, 26 W. R. 91, 3 Ex. D. 1, and *Osborne v. Homburg*, 24 W. R. 161, 1 Ex. D. 48), and that the reduction contemplated by the 65th section is by payment *before* action, and not otherwise. Between these two conflicting views the Court of Appeal will eventually have to pronounce, and it is, of course, impossible to say which will prevail, though, for our own part, we prefer that expressed by Mr. Justice WILLS.

IT APPEARS probable that in course of time we shall have a collection of judicial *dicta* or decisions completely settling the question what portions of the Queen's Printers' copy of an Act of Parliament do not form part of the Act. That marginal notes are

not portions of the Act has long been settled (*Attorney-General v. Great Eastern Railway Co.*, 27 W. R. 759, 11 Ch. D. 465; *Sutton v. Sutton*, 31 W. R. 369, 22 Ch. D., at p. 513). And, in *Claydon v. Green* (16 W. R. 1126, L. R. 3 C. P. 522), WILLES, J., considered that the punctuation of the Queen's Printers' copy was not "part of the Act, but merely *contemporanea expositio*." It may be remembered that last year, in the Bishop of LINCOLN's case, the question of a comma, inserted in section 1 of 23 Hen. 8, c. 9, known as the Statute of Citations, arose in the Court of the Archbishop of CANTERBURY, and his Grace had no difficulty in disregarding the stop. This week the Court of Appeal, in a case of *Duke of Devonshire v. O'Connor*, have held that brackets do not form part of an Act of Parliament. The Master of the Rolls said that "brackets were no more a part of an Act than stops," and Lord Justice FRY added that, "whether brackets existed in an Act of Parliament or not seemed to him immaterial." Accordingly, the court refused to consider an exception in a reservation clause, which commenced with a bracket, as limited to the words before the concluding bracket, and read through that bracket down to the word to which, in the opinion of the court, the exception should be continued. The next question to be settled is whether the title of the Act constitutes part of it? According to WILLES, J., in *Claydon v. Green* (*ubi supra*), it is not; but JESSEL, M.R., in *Sutton v. Sutton* (*ubi supra*), seemed to consider that it was: "The title of the Act," he said, "is always on the Roll."

IN DELIVERING his public judgment in *Malan v. Young*, Mr. Justice DENMAN withdrew from the position he had taken up as to the hearing of cases *in camera*, and the very grave question which had been raised is thus, for the present at least, satisfactorily disposed of. It appears, indeed, that his original decision was given without any considerable examination of the authorities, and in particular *Barnett v. Barnett* (29 L. J. P. & D. 28), and *H. v. C.* (*Ibid.* 29), to both of which cases we have already referred (*ante*, p. 41), were not brought to the attention of himself and the two other judges whom he called to his assistance. We are surprised, in any case, that three judges should have sanctioned offhand so startling an innovation upon the practice of the courts as the hearing of a libel action in private, but they would certainly have been compelled to pause had they been informed of the view that was taken in the Divorce Court when it was first established over thirty years ago. There was then the strongest possible motive for continuing the practice of the old ecclesiastical courts, and it was ultimately decided that this could be done. In the first instance, however, the judges insisted that, as a new court, the Divorce Court must be governed by the practice of all other courts, and must therefore conduct all its trials in public. This was an expression of opinion which no judge could disregard, and Mr. Justice DENMAN does not pretend to do so. It is true that the courts of the Chancery Division, and also the Court of Appeal, have, in very exceptional circumstances, heard cases in private, cases, as the late Master of the Rolls said in *Nagle-Gillman v. Christopher* (4 Ch. D. 173), where a public trial would defeat the object of the action, and it is possible that the pressure of circumstances may from time to time add fresh instances in which the ordinary rule must be relaxed. The Attorney-General, in his opinion, suggested that this might be so where the evidence was so prejudicial to public morality as to hinder the due trial of the action, but it will be best to pronounce an opinion upon this when the case arises. Public morality survives a good deal of evidence in criminal matters, and these of course could not be taken in private. It is natural that Mr. Justice DENMAN should abstain from pronouncing any positive opinion that the course he adopted was unjustifiable, but, in withdrawing from it any force as a precedent, he leaves untouched once more the uniform practice of the common law courts.

THE QUESTION of the nature of the ordinary relation between a country solicitor and his London agent, and the remuneration to which the latter is, in the absence of special agreement, entitled, came up for discussion this week in *Ward v. Lawson* (reported elsewhere); and the meaning of the "usual agency terms" was defined by the Court of Appeal. "The London agent," said Lord Justice CORROTT, "is entitled to be paid by the country solicitor all his disbursements out of pocket. But there are a

number of other charges, which are known as 'profit charges,' and the question has been raised whether the London agent is entitled to half the profit made by the country solicitor, or only to half the 'profit charges.' We have consulted Mr. RYLAND, the taxing master, and he has told us that the London agent is only entitled to half the 'profit charges'—that is, the charges which do not involve any expenditure by him, and that the London agent has nothing to do with any profit made by the country solicitor." The question in the case arose under an agreement between a country solicitor, who acted for a railway company, and his London agent, whereby it was agreed that the country solicitor should not be called upon to pay any agency bills in respect of business transacted for the railway company until the country solicitor had obtained payment of his bills of costs from the company. The company did not pay their costs for many years, and ultimately the country solicitor sued them, and recovered judgment for the amount due, with interest. The London agent, having been kept out of his money for many years, naturally considered that he ought to have a share of the interest, and so also Mr. Justice CHITTY thought; but the Court of Appeal, on the ground that the agreement did not contain any express stipulation on this point, held that he could not claim any share of the interest. The decision will probably excite some surprise, and we are disposed to doubt whether it is in accordance with the general understanding; but it seems to be in line with the principles, established by decisions, which govern the relation of London agent and country solicitor. The agent looks to the country solicitor as his principal; he cannot sue the client for his costs; hence, in theory, he does not suffer from the default of the client in paying the country solicitor's bill of costs. Why, then, should the country solicitor, who bears the risk of non-payment, and delay in payment, have to divide the interest given him by way of compensation for such delay? This is the theoretical view, which is all that judges and officials appear to concern themselves about; we all know that the actual facts are sometimes widely different. The lesson of the decision is, that if a London agent chooses to agree to defer payment of his charges until the country solicitor has received payment of his bills, the agent must henceforth be careful to stipulate that he shall be entitled to a share of any interest on such bills which may be received or recovered by the country solicitor.

IN VIEW of a case before the Court of Appeal No. 2 on Tuesday last (*Re Sulley & Roger's Contract*), it seems desirable again (see ante, p. 73) to call the attention of our readers to the rules which govern an appeal from a summons in chambers under section 9 of the Vendor and Purchaser Act, 1874. Although an originating summons under order 55 is "an action" (*Re Fawcitt*, 34 W. R. 26, 30 Ch. D. 231), a summons under the Vendor and Purchaser Act is "a matter not being an action" (*Re Blyth and Young*, 13 Ch. D. 416); and therefore the time for serving notice of appeal is twenty-one days (R. S. C., ord. 58, r. 9), and where the order is made in chambers, this time runs from the time when the order is pronounced, and not from the time when it is drawn up, whether it be a dismissal of an application or not (R. S. C., ord. 58, r. 15). And an immediate informal notice of intention to appeal, followed by a formal notice after the time has expired, is insufficient (*Re New Callao Co.*, 22 Ch. D. 484). In the case to which we allude a purchaser issued a summons for an inquiry whether a good title was shewn. On the return of the summons before NORTH, J., in chambers, on the 7th of August, 1889, the purchaser's counsel declined to open the summons, on the ground that a decision of a divisional court (*Sulley v. Barber*, 59 L. T. N. S. 824), which he desired to review in the Court of Appeal, was conclusive against him on one of the points at issue, before a judge of first instance. NORTH, J., therefore, simply dismissed the summons with costs, and gave a certificate that he desired no further argument. Notice of appeal was not served till the 9th of September, 1889; but the purchaser's London solicitors had written to the vendor's London solicitors intimating their intention of appealing, and requesting dispatch in the drawing up of the order in order to enable them to set down the appeal, on the 16th of August and the 20th of August, 1889; and on the 6th of September, 1889, the vendor's London solicitors replied, "We cannot lay our hands on the original order, but you will have no difficulty in at once entering your appeal." The order dismissing

the summons, as drawn up, described it as an originating summons, and ordered that "this action be dismissed with costs." The managing clerk who had the conduct of the matter was absent for his vacation when the notice of appeal ought to have been served; and it was urged that his deputy was misled by the form of the order, and that, after the letter of the 6th of September, 1889, the respondents were estopped from objecting to the validity of the notice. The Court (COTTON, LINDLEY, and LOPES, L.JJ.) held that the notice was too late, that the objection was open to the respondents, and that the fact of a clerk having made a mistake was not sufficient ground for enlarging the time; but, having regard to the letter of the 6th of September, 1889, and to the fact that the respondents had not given notice of their intention to take the preliminary objection till the 12th of December, 1889, they dismissed the appeal without costs.

A CORRESPONDENT last week inquired what course should be pursued by an execution creditor where the high bailiff of a foreign court, to whom the warrant of execution has been sent by the court in which the judgment sought to be enforced was recovered, refuses to levy execution upon the ground that the only goods or chattels belonging to the execution debtor are subject to a bill of sale granted by him to his wife a week before the warrant of execution was issued. Now, having regard to the fact that the bailiff is at liberty to seize only the goods of the person named in the warrant, and that if he seizes those of another he is liable to an action, though the goods are apparently in the possession of the execution debtor (*Jarman v. Hooper*, 7 Scott N. R. 663; *Cattell v. Kenyon*, 3 Q. B. 310; *Pitt-Lewis's County Court Practice*, 3rd ed., vol. I., p. 687 et seq.), we fear that, under the circumstances mentioned, the execution creditor has no remedy, unless, indeed, he can prove that the bailiff has, by neglect, or connivance, or omission, lost the opportunity of levying execution, in which case the remedy prescribed by section 49 of the County Courts Act, 1888, would be open to him. In our opinion, the high bailiff cannot be compelled to levy, either by means of an application to the county court judge under section 35 of the County Courts Act, 1888, or by obtaining a rule in the nature of a *mandamus* from the High Court, under section 131 of the same Act, when, as in the case now under consideration, the goods proposed to be taken in execution are claimed by a third person. Nor, we think, are interpleader proceedings available under such circumstances, as this remedy cannot be invoked until the goods and chattels claimed have been actually taken in execution (section 157 of County Courts Act, 1888). We fully admit the hardship upon the execution creditor which such a state of the law entails, and we would suggest that the remedy by interpleader might well be extended to all cases in which claims to goods are made by third persons before actual seizure.

THE DIVISIONAL COURT in *Patrick v. Simpson* (24 Q. B. D. 128) appear to have treated as conclusive the authority of *Salter v. Cavanagh* (1 Dr. & Wal. 668), a decision of Lord PLUNKER in 1838, as to what is an express trust within section 25 of the Statute of Limitations of 1833, but it is by no means certain that it deserved this consideration. Land had in that case been devised upon trust to pay an annuity, and, when it was found that this would not exhaust the profits, the devise was held to be an express trustee of the surplus for the heir-at-law. This is adopted by Lord St. LEONARDS in his Real Property Statutes (p. 99), though without comment, and it is perhaps significant that, in *Commissioners of Donations v. Wybrants* (2 Jo. & Lat., at p. 196), he expressly refrains from giving any opinion on it, merely pointing out that it seems to have decided that an implied trust is an express one within the Act where it arises upon the face of the instrument itself, and is not to be made out by evidence. In the recent case a testator devised his real estate, which at the time of the making of the will consisted apparently of one house, to trustees, and declared trusts as to that house alone. Subsequently he acquired two other houses, and one of the trustees entered and occupied all three on the trusts of the will. It was held that she was an express trustee of the two new ones as well as of the one named in the trusts. Probably this case is stronger than *Salter v. Cavanagh*, for there no indication at all was given of the testator's intention as to the applica-

tion of the residue, and when the annuity was paid it might well be said that the express trusts of the will were exhausted. But in *Patrick v. Simpson* it was an easy inference that the testator would have wished the trusts to be extended to the whole of his property. There, however, lies the difficulty. The trust, depending on this inference, is at most an implied one, and it is doubtful how far it can be made to fit the term "express trust" which the Legislature has used.

It would seem to be desirable that express authority should be given by Rule of Court for the dismissal of an action, with costs, for non-compliance with an order to deliver particulars. The usual practice on the common law side is to apply by summons to the master in chambers to dismiss the action for non-delivery of the particulars, and orders in these terms have usually been granted notwithstanding the absence of direct provision in the R. S. C.—probably on the assumption that the court possessed an inherent authority to enforce its own orders. In a recent instance, the power to make such an order was successfully called in question and the order to dismiss was refused; with the result that, on appeal to the judge in chambers, the action was dismissed with costs unless the particulars sought were delivered within a specified time. A similar deficiency of express power by rule appears to exist with regard to the dismissal of an action in default of giving security for costs pursuant to order, although, following the chancery practice, orders to this effect are made on the authority of *La Grange v. McAndrew* (4 Q. B. D. 210). The necessity for the required powers being conferred by rule in the above instances is emphasized by the fact that a master has only power to award the costs of the proceeding before him, unless authorized by rule or by order of the court or a judge: R. S. C., ord. 54, r. 12 (s).

IN THE CASE of *Colquhoun v. Heddon*, reported elsewhere, an important point of income tax law was decided. The question was whether a person who had insured his life in an American insurance company could claim to deduct the amount of his annual premium from the profits in respect of which he was liable to be assessed under Schedules (D) or (E) of the Act of 1853. It was decided that he was not entitled to make the deduction. It is different in the case of insurances in English companies, and it would seem at first sight that, as the object of the Act which allows such deductions is to remove a tax upon thrift, the place where the insurance is made is immaterial. The answer is twofold—first, that it is evident, from a consideration of the statutes (16 & 17 Vict. cc. 34 and 91) which authorize the deduction, that English companies, and English companies alone, were contemplated; and, secondly, that it would be extremely difficult to verify the fact of a valid insurance having been made in a foreign country of whose laws in respect of insurance and companies we are ignorant in England. If, to use the example suggested during the argument by Mr. Baron POLLOCK, a man chose to insure with the Emperor of Timbuctoo, who could vouch for the existence or validity of his insurance?

RECURRING to the subject of sales in actions under the Partition Act (*ante*, p. 174) and to the conflicting practice of the judges of the Chancery Division, one is at a loss to discover how it is that the duty of the court is to be estimated on the ratio of the value of the property in question in the action. If it is right when the property is worth £10,000 to inquire who are the persons interested, it is surely equally right to do so when the property is of very small value, and for this reason: the court, in undertaking the duty imposed on it by statute, will not act blindly, but will see that all proper parties are present. Looked at from this point of view, there are very few cases in which it is not necessary to ascertain by inquiry at chambers who are the persons interested. One exception would be that in which all the parties are named in the instrument, and are compelled to come to the court by reason of the infancy of one or more; and even in such a case there must be proof that there are no incumbancers. Upon the whole, then, it appears expedient that, if there is to be a uniform practice—and it will be admitted that this is desirable—there should be the usual inquiry in every case, whatever the value of the property, except a case in which the parties are named in the previous instrument and are still alive.

THE ARBITRATION ACT, 1889.

III.

I. *References by consent out of court* (continued).—The remaining sections of the first part of the Act deal with the remitting of matters to the arbitrators, the removal of arbitrators for misconduct, and the enforcing of the award. Upon the first point section 10 reproduces in a shortened form the provisions of section 8 of the Common Law Procedure Act, 1854, and enacts in sub-section (1) that, in all cases of reference to arbitration, the court or a judge may from time to time remit the matters referred, or any of them, to the reconsideration of the arbitrators or umpire. Sub-section (2) is new, and defines the limit of time within which the award upon the matter so remitted is to be made, requiring this to be done, in the absence of a contrary direction, within three months from the date of the order. The grounds upon which an award will be sent back are not referred to and must be gathered therefore from the existing decisions (*Russell on Arbitration*, p. 482).

Section 11 (1) introduces an important change as to the removal of an arbitrator or umpire for misconduct. Hitherto there does not appear to have existed any power to do this, and the proper remedy was to move to have his award set aside. More recently, however, the removal has been practically effected by obtaining an injunction to restrain the arbitrator from acting. In *Malmesbury Railway Co. v. Budd* (2 Ch. D. 113) it was held that it would be granted on the ground of corruption, and *Beddow v. Beddow* (9 Ch. D. 89) extended this to general grounds, such as personal interest or personal unfitness arising from previous misconduct. The present provision, that the court may remove an arbitrator or umpire who has misconducted himself, does not appear to cover so wide an area. In the first place it would seem that the misconduct must occur in the course of or in reference to the arbitration, and in the next place a question will arise whether it must be actual misconduct, by which some imputation is cast on the arbitrator, or whether such legal misconduct as arises from irregularity in the proceedings will be sufficient. The matter is closely connected with the provision in sub-section (2) that in case of misconduct, or where an arbitrator or award has been improperly procured, the court may set the award aside. This appears to be in substitution for the provision in 9 Will. 3, c. 15, s. 2, for setting aside "any arbitration or umpirage procured by corruption or undue means," and a presumption therefore arises that in both sub-sections the misconduct of the arbitrator corresponds to the "corruption" of the repealed statute and must be limited to personal misconduct. A further question arises as to the effect of this statutory power of setting aside an award "improperly procured." It would be difficult to bring within these words all the grounds upon which the courts have held that an award may now be set aside, and yet the conferring of the statutory power and the alteration of the words from those used in the statute of Will. 3 may possibly be thought to exclude any additional power in the courts. This, however, can hardly be the case, and it will probably be safer to conclude that, as the power of removal in sub-section (1) is new, and as the power of setting aside the award given by sub-section (2) is substantially a reproduction of the previous enactment, neither of them will interfere with the existing power of the courts both to restrain an arbitrator from acting and to set aside the award for grounds hitherto recognized to be sufficient.

Section 12 introduces an important simplification of the law as to the enforcing of the award. Where this is made in a reference out of court, it was formerly necessary to make the submission a rule of court, and then proceedings could be taken for attachment, or a rule could have been obtained for the payment of money, under which, by virtue of 1 & 2 Vict. c. 110, s. 18, execution could have been issued. Moreover, an order for the delivery of land might have been obtained under section 16 of the Common Law Procedure Act, 1854. As to the second of these methods it was asserted in *Jones v. Williams* (11 A. & E. 175) that the mere fact that the submission was a rule of court was enough to enable execution to be issued under it; but as the submission is not a rule for the payment of money within 1 & 2 Vict. c. 110 it was held to be necessary to obtain a special rule for the purpose. The consent of the court or a judge was thus made a preliminary to execution, as of course it must always be to attachment, and this is the sole re-

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quirement now retained. In all other respects an award or a submission may be enforced in the same manner as a judgment or order to the same effect. Under R. S. C., ord. 42, r. 31a, one of the new rules of December last, an award may by leave be enforced at any time, though the time for moving to set it aside has not elapsed.

II.—*References under order of court.*—This part of the Act does little more than reproduce in a convenient form hitherto existing legislation. Section 13 deals with references for inquiry or report, and is substantially the same as the repealed part of the Judicature Act, 1873, s. 56. Thus, subject to rules of court and to any right to have particular cases tried by jury, the court or a judge may refer any question arising in any cause or matter (other than a criminal proceeding by the Crown) for inquiry or report to any official or special referee. This, of course, still leaves the cause itself with the court, which may adopt the report either wholly or partially, and, upon adoption, may enforce it as a judgment or order to the same effect. Section 14 combines the cases in which a reference to arbitration may be ordered by the court, whether with or without the consent of the parties. It consolidates the provisions of sections 3 and 6 of the Common Law Procedure Act, 1854, and section 57 of the Judicature Act, 1873. For an order by consent it is necessary to obtain the concurrence of all the parties interested who are not under disability. Compulsory references can be directed where the cause requires any prolonged examination of documents, or any scientific or local investigation which cannot be conveniently made before a jury or conducted by the court through its ordinary officers, and also where the question in dispute consists wholly or in part of matters of account. In these cases the court or a judge may refer the whole cause or matter, or any question or issue of fact arising therein, to a special referee or arbitrator to be agreed on by the parties, or, in the alternative, to an official referee or officer of the court. It had already been decided in *Ward v. Pilley* (5 Q. B. D. 427) and *Knight v. Coates* (19 Q. B. D. 296) that where, under section 57 of the Judicature Act, 1873, the court had jurisdiction to refer compulsorily a question of account, it had jurisdiction to refer also all other issues in the action; and the decision in *Longman v. East* (3 C. P. D. 142), that only issues of fact could be referred, and not the whole action, may possibly have been overruled by R. S. C., ord. 36, r. 7 (a). But the new enactment is perfectly explicit on the subject, expressly authorizing, as it does, a reference of the "whole cause or matter, or any question or issue of fact arising therein."

Section 15, following section 58 of the Judicature Act, 1873, provides, in sub-section (1), for the conduct of the proceedings. Every official or special referee or arbitrator to whom a reference is made under an order of court is to be deemed an officer of the court, and is to conduct the reference as prescribed by rules of court. The rules of court upon the subject hitherto in existence apply specially to official referees, and are R. S. C., ord. 36, rr. 48 to 55. To these must be added rule 55b, issued in December last, which confers upon an official referee, to whom the whole of any cause or matter is referred, the same discretion as to costs as the court or a judge could have exercised. Their effect is extended by rule 55c, which applies the whole of them, including the one as to costs, to every officer of the court, special referee, and arbitrator. It becomes necessary, too, now that these persons may have the whole control of the trial, to provide for motions to enter or to set aside their judgments, and this is done by the new rule 6a of order 40, which applies to them rules 2 and 6 of that order. Sub-section (2), which provides that the report or award of an official or special referee or an arbitrator shall be equivalent to the verdict of a jury, reproduces the latter part of section 58 of the Judicature Act, 1873, at the same time recognizing, as that did, that the report or award may be set aside by the court or judge. So, too, sub-section (3), under which the remuneration of the special referee or arbitrator is to be determined by the court or a judge, re-enacts the last clause of section 56 of the Judicature Act, 1873. Sections 16 and 17 complete this part of the Act by providing that, in references under an order of court, the court or a judge shall have all the powers conferred upon them by the Act as to references by consent out of court, and that the Court of Appeal is to have all the powers of the court or a judge under the provisions as to references under orders of court. The first provision incorporates into Part II. of the Act so much of Part I. as is

applicable, while the second appears to put the Court of Appeal on the same footing, in respect to arbitrations, as the High Court.

III.—*General.*—We have already referred to section 18, which enables the court or a judge to issue writs of *subpoena* to compel the attendance of witnesses wherever they may be within the United Kingdom. This gets over the difficulty in *Hall v. Brand* (12 Q. B. D. 39), where it was held that an arbitration under order of court was not a "trial" so as to enable writs of *subpoena* to be served on persons in Scotland under 17 & 18 Vict. c. 34, s. 1. Section 22 also makes the giving of false evidence upon a reference perjury in the same manner as if it had been given in open court.

Section 19 carries a step further the power of an arbitrator to state a case. Under section 7 (b), as formerly under section 5 of the Common Law Procedure Act, 1854, he can state his award, in whole or in part, as a special case; but under the present section he can, at any time during the reference, state in the form of a special case for the opinion of the court any question of law arising in the course of the reference. Section 21 enacts that provision may be made by rules of court for conferring on any master or other officer of the Supreme Court the jurisdiction conferred by the Act on the court or a judge. This has already been done with regard to masters by ord. 54, r. 12a, one of the rules of December last. By section 23 the provisions of the Act are made to bind the Crown, wherever it consents to a reference, and by section 24 they apply to references under statutory powers.

Attention should also be directed to section 26; the first sub-section of which repeals the various statutes to which we have frequently referred, while the second provides that "any enactment or instrument referring to any enactment repealed by this Act shall be construed as referring to this Act." The expression "instrument referring to any enactment" would apparently include an order in council, such as that under which the Mayor's Court has hitherto had jurisdiction, under sections 3 to 17 of the Common Law Procedure Act, 1854, and, consequently, the whole of the present Act seems to be now substituted for them. If this is so, however, a little more precision might have been expected in making the change.

In general, there is no doubt that the Act greatly simplifies the previous legislation, and the changes introduced by it make an arbitration very similar to an ordinary trial, though without the right of appeal. It is not a little to have got rid of the doubts which were always arising as to the scope of the various provisions of the Common Law Procedure Act, 1854, while a most important reform has been effected in the abolition of the distinction between 9 Will. 3, c. 15, under which an express agreement was required for a submission to be made a rule of court, and section 17 of the Act of 1854, under which the absence of a contrary intention was enough. The confusion which this introduced into other matters was very great. Now the submission has forthwith the effect of a rule of court and is irrevocable, and the procedure in all references has been made more effective, and, as far as possible, uniform. It will still remain a matter of opinion, though, whether procedure by arbitration is, in point of cheapness, superior to ordinary litigation.

SEPARATE ESTATE OF MARRIED WOMEN.

III.

It has recently been held that a married woman who has traded separately from her husband, and who has been adjudicated a bankrupt, cannot be compelled to execute, in favour of the trustee in bankruptcy, a general power of appointment by deed or will of which she is the donee: *Ex parte Gilchrist, Re Armstrong* (34 W. R. 709, 19 Q. B. D. 521), notwithstanding that it is provided by section 1, sub-section 5, of the Married Women's Property Act, 1882, that "every married woman carrying on a trade separately from her husband shall, in respect of her separate property, be subject to the bankruptcy laws in the same way as if she were a *feme sole*." Moreover, the execution by a married woman of a general power of appointment does not make the appointed property liable to engagements entered into with her on the credit of her separate estate prior to the commencement of the Married Women's Property Act, 1882, as section 1 of that Act applies only to contracts made *after* that date: *Re Roper, Roper v. Doncaster* (36 W. R. 750, 39 Ch. D. 482).

As regards property of a married woman which is subject to the trusts of her marriage settlement, it is to be noticed that existing settlements, or contracts for settlements, are not disturbed by the Married Women's Property Act, 1882, nor does it prevent future settlements from being made. On this subject section 19 of the Act provides that nothing in the Act "shall interfere with or affect any settlement, or agreement for a settlement, made or to be made, whether before or after marriage, respecting the property of any married woman." The effect of this enactment is to limit the operation of section 5 of the Act by preventing the provisions of marriage settlements from being interfered with or affected by withdrawing therefrom property which, independently of the Act, must have been brought into settlement (*Re Whitaker, Christian v. Whitaker*, 35 W. R. 217, 34 Ch. D. 227); and so that the persons interested under a settlement shall not be deprived by section 5 of the Act of any benefit to which they would have been entitled under a settlement in case section 5 had not been enacted: *Hancock v. Hancock* (36 W. R. 417, 38 Ch. D. 78), and see *Re Stonor's Trusts* (32 W. R. 413, 24 Ch. D. 195). The words "interfere with or affect any settlement" which occur in section 19 have been construed to mean invalidate or render inoperative any settlement; the Legislature drawing a distinction between interfering with a settlement and affecting an estate created by the settlement: *per* LINDLEY and LOPES, L.JJ., in *Re Armstrong* (32 SOLICITORS' JOURNAL, 577). In short, the effect of any settlement is to be determined just as it would have been under the old law, and no one who, under that law, could have taken any interest is to be deprived of such interest; but, where these principles have been applied, and it has been ascertained that a married woman takes an interest under a settlement, the incidents annexed by the Married Women's Property Act, 1882, to the property of married women attach to the interest so taken by her: *per* STIRLING, J., in *Re Onslow, Plowden v. Gayford* (36 W. R. 883, 39 Ch. D., at p. 625).

The after-acquired separate estate of a married woman is, by subsection 4 of section 1 of the Married Women's Property Act, 1882, made liable to her engagements. That is to say, if, at the date of a contract made by her, she has any separate property in respect of which she can be deemed to have contracted, her after-acquired property is as much bound by the contract as her then existing property. This provision of the Act, however, is not retrospective, and, therefore, in an action on a contract made by a married woman before the 1st of January, 1883, judgment cannot be ordered in such terms as to be available against separate property to which the defendant became entitled after the date of the contract: *Turnbull v. Forman* (33 W. R. 768, 15 Q. B. D. 234), *Conolan v. Leyland* (28 SOLICITORS' JOURNAL, 738, 27 Ch. D. 632). Moreover, in regard to contracts entered into by a married woman subsequently to the 1st of January, 1883, only such after-acquired property as the married woman may have acquired during the lifetime of her husband will be bound thereby, as the words of the enactment in question have been held to apply to married women and not to widows, and to include only such separate property as the married woman and not the widow may thereafter acquire: *Beckett v. Tasker* (19 Q. B. D. 7, 11).

CORRESPONDENCE.

THE ARBITRATION ACT, 1889.

[To the Editor of the Solicitors' Journal.]

Sir,—The articles in THE SOLICITORS' JOURNAL on the "Arbitration Act, 1889," have no doubt been read with much interest by members of the legal profession, and they must feel indebted for the knowledge and information conveyed therein. It is to be hoped that in some future issue of your journal the subject may be touched upon how far the Act affects inferior courts which have had the power of compulsory reference under sections 3 to 17 of the Common Law Procedure Act, 1854, conferred upon them by Orders of the Queen in Council. The sections of the Common Law Procedure Act, 1854, being repealed by the Arbitration Act, it would seem that the inferior courts have now no authority to compel references or even grant orders by consent of parties.

January 22.

[We have touched shortly upon the matter to which our esteemed correspondent refers at the conclusion of the article on the Arbitration Act printed elsewhere, but the manner in which section 26 (2)

of that Act will apply in particular cases is a matter of some little difficulty, and we propose to recur to it at a future time.—
ED. S. J.]

DESIGNATION OF COMMISSIONERS FOR OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—My attention has been directed to a letter in your issue of last Saturday, in which Mr. Stringer expresses the opinion that the designation of commissioners for oaths should now be "a commissioner for oaths."

In connection with my handbook on Oaths, I have had occasion closely to consider this matter as each edition of my work has been published.

I do not share the opinion of your correspondent. There is no sufficient authority for such opinion. There is authority for commissioners, appointed before the 1st of January, 1890, continuing to describe themselves as "a commissioner to administer oaths in the Supreme Court of Judicature in England," a course which I venture to recommend, and which I understand is, as a fact, being largely adopted.

In connection with my notice of motion for the next general meeting of the Law Society, I hope to say a word or two on this point.

CHARLES FORD.

Outer Temple, W.C., Jan. 20.

CASES OF THE WEEK.

Court of Appeal.

BUTLER v. BUTLER, BUTLER v. BUTLER AND BURNHAM (THE QUEEN'S PROCTOR INTERVENING)—No. 2, 17th January.

HUSBAND AND WIFE—DIVORCE—RESCISSON OF DECREE NISI—COLLUSION AND CONCEALMENT OF MATERIAL FACTS—20 & 21 VICT. C. 85, s. 30—23 & 24 VICT. C. 144, s. 7.

This was an appeal from an order of Butt, J., made upon the intervention of the Queen's Proctor, rescinding a decree nisi for dissolution of marriage, obtained by the wife. A question arose upon the construction of the Divorce Court Acts, 1857 and 1860. Section 30 of the Act of 1857 provides that, in case the court, on the evidence in relation to any petition for dissolution of marriage, shall find that the petition is "presented or prosecuted in collusion with either of the respondents," the court shall dismiss the petition. By section 7 of the Act of 1860 it is provided that after the decree nisi has been pronounced and before it has been made absolute, "any person shall be at liberty to shew cause why the said decree should not be made absolute by reason of the same having been obtained by collusion or by reason of material facts not brought before the court; and, on cause being so shewn, the court shall deal with the case by making the decree absolute, or by reversing the decree nisi, or by requiring further inquiry, or otherwise as justice may require." On the 26th of November, 1887, the wife presented a petition for the dissolution of the marriage on the ground of the husband's cruelty and adultery. In her petition she said, "your petitioner and her husband have had issue of the marriage one child, to wit, Vernon Butler, now deceased." In an affidavit verifying the petition she stated that there was one child "only" of the marriage. The husband filed an answer denying the charges against him, and also a petition for the dissolution of the marriage, on the ground of the wife's adultery with Walter James Burnham, by reason of which adultery she gave birth on the 7th of January, 1885, to a female child, of which he (the husband) was not the father. The wife by her answer to this petition denied the adultery charged against her, alleging that her husband was the father of the child to which she gave birth on the 7th of January, 1885; and making further charges of adultery against her husband. The two causes were consolidated and came on for hearing on the 23rd of June, 1889, before Butt, J., and a jury. Mrs. Butler (the wife) in examination stated that she and her husband separated by deed on the 24th of November, 1882, but that subsequently her husband visited her, and that the child of which she was confined in January, 1885, was his. She admitted that she herself registered the birth of that child, and that she gave as the names of the father and mother "Walter James Burnham and Emma Burnham," but she explained this by saying that it was in order to prevent her husband from taking the child away, as he had threatened to do, that she kept the time and place of her confinement secret from him and registered the child in a false name. She said that she wished the surname, as registered, to begin with a "B," and that Burnham's names occurred to her while at the registry office waiting for the registrar. The first day's hearing ended before the close of Mrs. Butler's examination. Before the second day the following agreement was signed by Mr. and Mrs. Butler and their respective solicitors:—"Butler v. Butler, Butler v. Butler and Burnham.—Petitioner to give evidence of cruelty to satisfaction of court and of respondent's adultery with Miss W., and if court satisfied on that evidence decree for dissolution to go. Petitioner accepts her husband's denial as to adultery with Mrs. J. and withdraws such charge, and, being satisfied that the witnesses who depose to adultery with Smith and Simpson are mistaken as to identity, withdraws such

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charge. The husband's petition to be withdrawn. As to alimony, no application for same to be made, but the husband, in lieu thereof, to pay a lump sum of £150 to his wife. The deed of separation to be cancelled. The wife to maintain the child Mabel Winifred. The husband to pay the costs of the suit." Mabel Winifred was the child born in January, 1885. Effect was given to this agreement. At the commencement of the second day's trial the husband's counsel announced that the junior and himself had received instructions, in consequence of which they had resolved not to cross-examine Mrs. Butler, but to withdraw, except so far as defending their client from the charge of adultery with Mrs. J. The jury found that the husband had not committed adultery with Smith, Simpson, or Mrs. J.; that he had committed adultery with Miss W.; that he had been guilty of cruelty towards his wife; and that Mrs. Butler had not committed adultery with Burnham. Butt, J., pronounced a decree nisi, but said that he should refer the papers to the Queen's Proctor. The Queen's Proctor, after making inquiries, filed a plea charging that at the hearing of the consolidated suits material facts were withheld from the knowledge of the court, and that the decree had been obtained by collusion between the husband and wife, and he asked that the decree nisi might be rescinded and the wife's petition dismissed. Both Mr. and Mrs. Butler filed answers traversing the plea. The case was again tried by Butt, J., with a jury. The Queen's Proctor alleged that Burnham was the father of the child born in January, 1885. Butt, J., left three issues to the jury—viz., Were material facts withheld from the knowledge of the court? Was there collusion? Did Mrs. Butler commit adultery with Burnham? The jury found that material facts had been withheld from the knowledge of the court, and that there was collusion, but that they were unable to agree upon the third issue. Upon these findings Butt, J., discharged the decree nisi. On the appeal it was argued on behalf of the wife that in order to deprive her of her right to a decree absolute it was essential that there should be a finding that she had committed adultery, and they relied upon *Alexander v. Alexander* (L. R. 2 P. & D. 164) and *Hunt v. Hunt* (47 L. J. P. & M. 22).

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., considered it unnecessary to decide what Butt, J., ought to have done when the collusive agreement was brought before him, but he had some doubt whether a decree nisi ought to have been made. Under section 7 of the Act of 1860 the Queen's Proctor was empowered to intervene under certain circumstances. It was said that there was no right to withhold a decree absolute unless the petitioner had been guilty of some matrimonial offence; but section 30 of the Act of 1857 showed that the wife was deprived of her right to a decree, not only if she had been guilty of a matrimonial offence, but also if the petition was presented or prosecuted in collusion with either of the respondents. That question was entirely independent of the question whether the petitioner had been guilty of a matrimonial offence. It was said that there was no collusion, because the facts which had not been brought before the court were not sufficient to prove that the wife had been guilty of a matrimonial offence; but if it appeared that the parties had agreed not to bring before the court facts material to the issue—facts tending to assist the court in arriving at a conclusion upon the question whether the petitioner was right or wrong—in his lordship's opinion such an agreement amounted to collusion. If *Alexander v. Alexander* was inconsistent with that view, it was not a decision binding on the Court of Appeal, and his lordship declined to follow it. LINDLEY, L.J., concurred. The materiality of the facts withheld did not depend upon what view the jury might take of them. LOPES, L.J., said that, in his opinion, an agreement between the parties to a divorce suit to withhold from the court pertinent and material facts, which might have been adduced in evidence in support of a counter-charge against the petitioner, amounted to collusion, even though the suppressed facts might not have been sufficient to establish the counter-charge.—COUNSEL, *Buzard, Q.C., Bargarre Deane, and Priestley; Lockwood, Q.C., and Jacques*. SOLICITORS, *Clinton & Buckley*.

High Court—Chancery Division.

MOON v. DICKINSON—North, J., 16th January.

PRACTICE—PAYMENT OF MONEY INTO COURT—ACCEPTANCE IN SATISFACTION—COSTS—ACTION FOR DAMAGES AND INJUNCTION—R. S. C., XXII, 1, 2, 6, 7.

In this case a question arose as to the rights of the plaintiff and the defendants in respect of costs, the defendant having paid money into court which the plaintiff had accepted and taken out. Rule 1 of order 22 provides that, "when any action is brought to recover a debt or damages any defendant may . . . with a defence denying liability (except in actions for libel or slander) pay money into court, which shall be subject to the provisions of rule 6." By rule 2 "payment into court shall be signified in the defence, and the claim or cause of action in satisfaction of which such payment is made shall be specified therein." By rule 6, "When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into court has been made, is denied in the defence, the following rules shall apply:—(a) the plaintiff may accept, in satisfaction of the claim or cause of action in respect of which the payment into court has been made, the sum so paid in, in which case he shall be entitled to have the money paid out to him as hereinafter provided, notwithstanding the defendant's denial of liability, whereupon all further proceedings in respect of such claim or cause of action, except as to costs, shall be stayed; (b) if the plaintiff accepts the money so paid in he shall, after service of such notice in the Form No. 4 in Appendix B, as is in rule 7 mentioned, or after delivery of a reply accepting the money, be entitled to have the money paid out to him-

self on request, or to his solicitor on the plaintiff's written authority, unless the court or a judge shall otherwise order." By rule 7, "The plaintiff, when payment into court is made before delivery of defence, may, within four days after the receipt of notice of such payment, or, when such payment is first signified in a defence, may before reply, accept in satisfaction of the claim or cause of action in respect of which such payment has been made the sum so paid in, in which case he shall give notice to the defendant in the Form No. 4 in Appendix B, and shall be at liberty, in case the entire claim or cause of action is thereby satisfied, to tax his costs after the expiration of four days from the service of such notice, unless the court or a judge shall otherwise order." The plaintiff, who was the tenant of a house, brought an action for an injunction to restrain the defendants, who were paper manufacturers, from causing a nuisance to him by the emission of smoke and noxious vapours from their works, and for damages. Before the delivery of the statement of claim the plaintiff moved for an *interim* injunction till the trial of the action. On the hearing of the motion the defendants adduced evidence that the danger (if there was any) of nuisance to the plaintiff had been entirely obviated by new machinery which they had put up, and which had got into working order. By consent no order was made on the motion except that the costs should be costs in the action, liberty being reserved to the plaintiff to bring the motion on again, in case he should find himself aggrieved by the defendants' works. The plaintiff then delivered a statement of claim, and the defendants delivered a defence. They said that on a few occasions, in consequence of their machinery not having got into proper working order, more smoke had issued from their works than had been the case since. But they denied that there then was, or that there ever had been, anything which could entitle the plaintiff to either an injunction or damages. And they said that, to meet any possible claim of the plaintiff to damages, they had brought into court the sum of £25. The plaintiff's solicitors wrote to the defendants that they should take the money out of court, and discontinue the action, and they afterwards sent a notice to the defendants (in Form 4 in Appendix B): "Take notice that the plaintiff accepts the sum of £25 paid by you into court in satisfaction of the claim in respect of which it was paid in." The plaintiff then took the money out of court, and issued a summons asking that his costs relating to the claim for an injunction might be paid by the defendants. The defendants took out a cross-summons, asking that their costs relating to the injunction might be paid by the plaintiff. On behalf of the plaintiff it was contended that there was only one cause of action—the nuisance—though two remedies were claimed—viz., damages as regarded the past, and an injunction in respect of the future. The money was paid in and taken out in respect of both the claims, and the discontinuance went to the whole action. The plaintiff was, therefore, entitled to all the costs which he had incurred. On behalf of the defendants it was argued that the money was intended to be paid in and taken out only in respect of the claim for damages. Moreover, the above rules of order 22 did not apply to actions in which an injunction was claimed in addition to a debt or damages.

NORTH, J., was of opinion that the rules applied to actions in which the plaintiff claimed a debt or damages together with other relief. But he held that neither the plaintiff nor the defendants had established any rights to the costs relating to the claim for an injunction.—COUNSEL, *Cosens-Hardy, Q.C., and E. Ford; Moulton, Q.C., and C. Ashworth James*. SOLICITORS, *McDiarmid & Teather; Andrew, Wood, & Co.*

STOKES v. DUCROZ—North, J., 21st January.

LEGACY DUTY—INTEREST IN PROCEEDS OF SALE OF LAND ABROAD—SHARE OF PARTNERSHIP ASSETS.

This was a petition for the payment out of court of certain moneys on account of certain legacies, and the question was, whether legacy duty was payable in respect of the testator's interest in the proceeds of the sale of land in New Zealand, which formed part of the property of a partnership of which the testator was a member. The action was brought for the administration of the testator's estate. At the date of his will and at the date of his death he was domiciled and resident in England. By his will he gave and devised all his four-seventh shares in the Milbourne Estate in New Zealand to his trustees, upon trust for sale, and to hold the net proceeds of sale, upon trust thereof, in the first place to provide for a life annuity, and to divide the net residue of the proceeds of sale among thirteen charitable institutions named in the will. Until sale the rents of the estate were to be accumulated, and the accumulations held on the same trusts as the proceeds of sale. For many years before January, 1879, the testator and his brother had carried on in partnership the business of sheep-farming on the Milbourne Estate, without any written articles of partnership. On the 14th of January, 1879, articles of partnership were entered into. They contained a recital that the testator, as to four-seventh shares, and his brother as to the remaining three-sevenths, were possessed of the Milbourne Estate and the live and dead stock thereon. The articles provided that the estate should be sold forthwith, without any unnecessary delay, in the manner in which the parties should mutually agree upon. The net proceeds of sale were to be divided between the parties in the proportions of four-sevenths and three-sevenths. Until the sale should be completed the parties were to continue co-partners in the business of sheep-farming, which was to be carried on at the Milbourne Estate. The capital was to consist of that estate, together with the live and dead stock thereon during the co-partnership. The partners were to be entitled to the capital and to the profits in the proportions respectively of four-sevenths and three-sevenths. The death of either partner before the manner and conditions of sale should have been agreed upon was not to affect or alter the provisions of

the articles relating to the sale, but the same were to be binding upon and exercisable by the surviving partner and the heirs, executors, and administrators of the deceased partner, as if he were still living; but the exercise of those provisions was not to create a partnership between the surviving partner and the heirs, executors, and administrators of the deceased partner. The testator survived his brother, but the estate had not been sold before the testator's death. The Crown claimed legacy duty on the legacies to the charities. On behalf of the charities it was said that the proceeds of the sale of the Milbourne Estate were an interest in land which could only pass under the will by virtue of the law of New Zealand, not by virtue of the will as an English will, and that consequently they were governed by the *lex loci* and not by the *lex domicilii*, and were not subject to an English tax, which could apply only to movable property of a testator which followed his domicile, and to such of his immovable property as was within the territorial jurisdiction of English law. It was said that, at the time when James, V.C., decided *Forbes v. Stevens* (L. R. 10 Eq. 178), on which the Crown relied, the distinction between "movable" and "immovable" property, as contrasted with real and personal property, was not so clearly understood as it has been since the decision of Lord Selborne in *Freke v. Lord Carbery* (L. R. 16 Eq. 461) and other recent cases.

NORTH, J., held that legacy duty was payable. He was of opinion that the interest of the testator in the Milbourne Estate was personal estate. Under the agreement with his brother, his interest was not four-sevenths of the estate, or even four-sevenths of the proceeds of sale, but four-sevenths of the surplus after carrying into effect the agreement with his brother—that is, his share in the partnership assets on the footing of the agreement with his brother. It was not an interest in land. *Forbes v. Stevens* was conclusive as to this, and shewed that legacy duty was payable. It had been argued that that decision was wrong. His lordship could not overrule it, and he must act upon it. It was undistinguishable from the present case, and was binding on him.—COUNSEL, *Rigby, Q.C., and Morshead; Vaughan Hawkins; Borthwick; Rawlinson; Vernon R. Smith.* SOLICITORS, *Hanbury, Hutton, & Whitting; Solicitor to the Inland Revenue; E. F. Henley; Surman & Quakett; Palmer, Bland, & Nettleship.*

Re TAYLOR—North, J., 21st January.

LANDS CLAUSES CONSOLIDATION ACT, 1845—COMPULSORY TAKING OF LAND BY PUBLIC BODY—PAYMENT OF PURCHASE-MONEY INTO COURT—CONVEYANCE BY DEED POLL—PETITION FOR PAYMENT OUT—NON-PRODUCTION OF TITLE DEEDS.

This was a petition by an executrix for the payment out of court of money which had been paid in under the Lands Clauses Consolidation Act by the London County Council in respect of a leasehold house of the testator which they had taken under their statutory powers. Notice to treat had been given during the testator's lifetime; the amount of purchase-money had been settled after his death, but, the will not having been proved, it had been paid into court to the credit of the executrix, and the county council had executed a deed poll, under the Lands Clauses Consolidation Act, vesting her interest in the house in themselves. The will having been proved, the executrix petitioned for the payment of the money out. The county council objected, on the ground that they were entitled to have the lease handed over to them. The executrix could not hand it over, it not being in her possession. It was in the hands of a former solicitor of the testator, who claimed a lien upon it for costs. The executrix had not the means of satisfying his claim until the purchase-money was paid. No other objection was raised to the payment out.

NORTH, J., held that the money must be paid out. He said that there was no precedent for making an order for payment conditional on the handing over of title deeds.—COUNSEL, *A. Young; Geare.* SOLICITORS, *Treadwell; R. Ward.*

High Court—Queen's Bench Division.

COLQUHOUN v. HEDDON—20th January.

REVENUE—INCOME TAX—ABATEMENT—LIFE INSURANCE—FOREIGN INSURANCE COMPANY—JOINT-STOCK COMPANIES REGISTRATION ACT, 1844 (7 & 8 VICT. c. 110), ss. 1, 2—INCOME TAX ACT, 1853 (16 & 17 VICT. c. 34), s. 54—INCOME TAX (ABATEMENT IN RESPECT OF INSURANCES ON LIVES) ACT, 1853 (16 & 17 VICT. c. 91).

In this case the question was raised of the right of a person who has insured his life in a foreign insurance company to deduct the amount of the annual premium paid by him for such insurance from any profits or gains in respect of which he is liable to be assessed under schedules (D) or (E.) of the Income Tax Act, 1853. Section 54 of that Act confers that right upon "any person who shall have made insurance on his life, or on the life of his wife, or shall have contracted for any deferred annuity on his own life or on the life of his wife in or with any insurance company which shall become registered under any Act to be passed in the present session of Parliament for that purpose, and which shall comply with the requirements of such Act." No such Act was passed; but an Act of the same session was passed (16 & 17 VICT. c. 91) which (after reciting that an Act for the registration of insurance companies might not be passed in the then present session of Parliament) enacted that the benefits of section 54 of the previous Act should be enjoyed by persons who had insured or contracted for a deferred annuity "in or with any insurance company existing on the 1st day of November, 1844, or in or with any insurance company registered pursuant to the Joint-Stock Companies Registration Act, 1844. The respondent in this case, Mr. Heddon, had insured his life

in an insurance company which had been established in America prior to the 1st of November, 1844, and which carried on its business in New York, and had no office in the United Kingdom. Mr. Heddon claimed to deduct £6 4s. 2d., the amount of the annual premium paid by him to the company from the profits or gains in respect of which he was assessed. The Commissioners of Income Tax held that the Act 16 & 17 VICT. c. 91 applied to insurances in all companies, whether British or foreign, and that the respondent was entitled to make the deduction in respect of the premium. They stated this case for the opinion of the court. It was argued on behalf of the Crown that "company" meant "English company," and that the reference in the Act to companies existing on the 1st of November, 1844, or registered pursuant to the Joint-Stock Companies Registration Act, 1844, shewed that only English companies could have been intended, for none other could be affected by the provisions of the Registration Act. For the respondent it was urged that the words of the Act 16 & 17 VICT. c. 91 were quite general, and included an insurance company in any part of the world provided it existed on the 1st of November, 1844, the object of the provision being to encourage thrift, and the *locus* of the company being quite immaterial.

POLLOCK, B., said the appeal must be allowed. The matter was one of importance, as many of her Majesty's subjects insured their lives in foreign insurance offices. The question was governed by statute, for it could not be disputed that, except for some statutory abatement, this sum ought to be included in the assessment. Until the year 1853 it clearly would have been included. It was then that the feeling of hardship in taxing the savings of thrift prevailed to the extent of the Legislature saying that where a man's thrift had taken the form of a life insurance instead of ordinary investments, there should be an exception in his favour to the extent of the annual premium which he paid. It was clear that when section 54 of the Income Tax Act, 1853, was enacted there was contemplated the passing of some Act dealing with the registration of insurance companies. But, apart from that, "company" meant a company established in the United Kingdom, and subject to the cognizance of English law. It was a certain legal entity, the effect and nature of which depended upon the law of that country where it was established, and in that English Act it meant an insurance company within the meaning of English legislation. Then, in the later Act (c. 91), the date mentioned (the 1st of November, 1844) was an obvious reference to the Registration Act (7 & 8 VICT. c. 110), which made that date the date on which the registration of companies was to commence. The obvious intention, therefore, was that the company insured in was to be an English and a registered company. Who could say what was a properly constituted company in a foreign country? If the argument for the respondent were to prevail, the result would be that, in the case of insurance in an unregistered English company there would be no abatement, but where the unregistered company was a foreign one there would be an abatement. HAWKINS, J., thought it clear that the words in the later Act of 1853 "any insurance company existing on the 1st day of November, 1844," or "registered pursuant to the Joint-Stock Companies Registration Act, 1844," could not apply to any insurance company in any part of the world, but could only be read with reference to companies carrying on business in the United Kingdom. The appeal ought to be allowed. Appeal allowed.—COUNSEL, *Sir R. Webster, A.G.; A. V. Dicey and R. Griffin; Finlay, Q.C., and Brenner.* SOLICITORS, *Solicitor of Inland Revenue; Ashurst, Morris, Crisp, & Co.*

THE DUKE OF NORFOLK v. LAMARQUE—20th January.

REVENUE—INCOME TAX—MANORIAL PROFITS—COST OF COLLECTION—RIGHT OF DEDUCTION—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), s. 60, SCHEDULE A, RULES II., 4, ss. 72, 159.

The question raised in this case, stated by the Income Tax Commissioners, was whether or not the appellant, the owner of the manor of Dorking, in the Wotton division of the county of Surrey, was entitled to deduct from the amount of the manorial rates and dues received by him out of the said manor the expenses of collecting the same before the assessment for income tax was made. It was admitted on behalf of the appellant that none of the deductions mentioned in schedule A, rule V. applied to the assessment of manorial dues, but it was contended that the cost of collection was a necessary expense, and that the appellant was entitled to take it into account in computing the amount of the assessment. *Stevens v. Bishop* (19 Q. B. D. 442, 20 Q. B. D. 442) was relied on. For the Crown it was argued that no deductions but those expressly enumerated in the Act could be made in the computation of duty (section 159).

POLLOCK, B., said that the appeal failed. It was admitted that the deduction which was claimed to be made was not one of those expressly allowed by the Act, and that admission went a long way. The difficulty arose in connection with the rules under schedule A, No. II.; no analogy could be taken from profits derived from manufactures or trade, for those profits were the result of laying out money for the purpose of getting an increase upon it; but profits in No. II. was not used in that sense; it meant the average amount for one year of the interest or property which a man had in those rights over land. That was treated as a rent issuing out of the property and belonging to the owner. A doubt was raised on the strength of the decision in *Stevens v. Bishop*, but there was a marked distinction between the two cases; the real ground of that decision was that it was admitted that the sum there claimed to be deducted was necessarily expended by the appellant. There was no such admission as to the expenses of collection in the present case. The full amount was subject to taxation. HAWKINS, J., concurred. Appeal dismissed.—COUNSEL, *Lyon; Sir R. E. Webster, A.G., and A. V. Dicey.* SOLICITORS, *Few & Co.; The Solicitor of Inland Revenue.*

OLD v. ROBSON—18th January.

TRADE UNION—FRIENDLY SOCIETY—OBJECTS OF SOCIETY PARTLY THOSE OF A TRADE UNION, PARTLY OF A FRIENDLY SOCIETY—POWER OF MAGISTRATES TO ENFORCE RULES.

This was a case stated by magistrates for the borough of Middlesbrough. At a petty sessions holden at the police court, Middlesbrough, a complaint was preferred by the respondent against the appellant, the secretary of the "Amalgamated Society of Carpenters and Joiners," under section 22 of the Friendly Societies Act, 1875, charging the appellant "with having refused to pay the respondent a certain weekly allowance—namely, twelve shillings—as and for sick benefit or relief to which he was entitled as a member of the said society, contrary to the rules of the society." Upon the hearing of this complaint, the appellant was ordered by the magistrates to pay to the respondent the sum so claimed and costs. Upon the hearing of the complaint it was admitted that the respondent was still a member of the society, and would therefore be entitled to the benefits of the society, but it was contended that the society was a "trade union," and not a friendly society, and that the Trade Union Act, 1871 (34 & 35 Vict. c. 31), s. 4, precluded the magistrates' court from exercising jurisdiction in the matter (*Farrer v. Close*, 38 L. J. M. C. 132). It was admitted that the respondent would have been entitled to his money if this were a friendly society, and it was contended for him that this was a friendly society, though part of its objects were those of a trade union. After reading the rules of the society, the magistrates found that the object of the society was substantially the same as specified in the Friendly Societies Acts (38 & 39 Vict. c. 60; 50 & 51 Vict. c. 56), and on the authority of *Knowles v. Booth* (32 W. R. 432) they held that they had jurisdiction, and they made an order for the payment of the twelve shillings. The question submitted by them was whether this society was a "trade union" or substantially a "friendly society" as specified in the Friendly Societies Acts. It was admitted that part of the objects of the society as stated in the rules were those of a trade union and part those of a friendly society.

THE COURT (POLLOCK, B., and WILLS, J.) held that as part of the objects of the society were those of a trade union, none of the rules of the society could be enforced in a court, even though part of the objects of the society were those of a friendly society, and that the magistrates had no jurisdiction to order the payment of the claim.—COUNSEL, *Tickell & Agnew*. SOLICITORS, *Shoen, Roscoe, & Co.; Belfrage & Co.*

Bankruptcy Cases.

Ex parte CROOK, Re CROOK—C. A. No. 1, 17th January.

ACT OF BANKRUPTCY—NOTICE OF SUSPENSION OF PAYMENT—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (A).

This was an appeal by a debtor against a receiving order, the question being whether he had committed an act of bankruptcy within the meaning of sub-section 1 (A) of section 4 of the Bankruptcy Act, 1883, which provides, by sub-section 1, that "a debtor commits an act of bankruptcy (*inter alia*) (f) if he files in the court a declaration of his inability to pay his debts; (h) if the debtor gives notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts." On December 2, 1889, the debtor, who was a trader, sent the following circular to his creditors:—"Dear Sirs,—Being unable to meet my engagements as they fall due, I invite your attendance at the Guildhall Tavern on Wednesday next at 3 p.m., when I will submit a statement of my position for your consideration and decision." Mr. Registrar Linklater held that ordinary business men would understand this circular to be a notice that the debtor was about to suspend payment of his debts, and that, therefore, an act of bankruptcy had been committed, and he made a receiving order. On the appeal it was contended, on behalf of the debtor, that the circular was only a declaration that he could not then pay his debts; not that he intended to suspend payment. He had not then made up his mind as to suspending payment. Whether he would do so or not depended upon the result of the creditors' meeting. If the circular amounted to a declaration of the debtor's inability to pay his debts, that was not sufficient under sub-section 1 (A), for sub-section 1 (f) required that such a declaration should be filed, and it must, therefore, be in writing. *Ex parte Oastler* (32 W. R. 126, 13 Q. B. D. 471), *Re Lamb* (31 SOLICITORS' JOURNAL, 217, 4 Morrell's Bank. Cases, 25), and *Re Fleming, Fraser, & Co.* (60 L. T. N. S. 154) were referred to.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.J.J.) affirmed the decision, FRY, L.J., dissenting. LORD ESHER, M.R., said that the circular must be construed according to its ordinary business meaning, having regard to the fact that the language was used by a trader to his creditors, and used evidently with regard to something which might bring a trader within the bankruptcy law. The only circumstances which the court could take into account were those which existed on the 2nd of December, and were known to all the parties—that is, that a trader, who was indebted, was about to speak to his creditors. The question was, whether the language of that circular amounted to a statement by the debtor that he was about to suspend payment of his debts. The first thing to be noticed was, that the debtor had made up his mind, whether rightly or wrongly was immaterial, that he was unable to meet his engagements as they fell due, and he told his creditors this. What, then, was the meaning of the language of the latter half of the circular when used by a trader, who had made up his mind that he was unable to meet his engagements as they fell due,

and addressed to his creditors? The fair business meaning seemed to his lordship to be this, that the debtor was about to submit to his creditors a proposition that they should take something less than was their due. The debtor was unable to meet his engagements; he proposed to his creditors to take less than their due; and, if they did not agree to that, there was no alternative but suspension of payment. There would thus be a suspension of payment in any event as to part. The question, whether such a notice was a notice of suspension of payment within sub-section 1 (A) was considered in *Re Lamb*. The present case came within *Re Lamb*, as the true meaning of the circular was, that, if the offer of a composition were not accepted by the creditors, the only alternative would be a suspension of payment by the debtor. The document, therefore, amounted to a notice of suspension of payment within the section. *Re Fleming, Fraser, & Co.* was not intended to be inconsistent with *Re Lamb*, and, if a similar case should come before this court, his lordship gave no opinion how it would be dealt with. BOWEN, L.J., entirely agreed with the construction placed upon the circular by the Master of the Rolls. The expression "unable to meet my engagements as they fall due" was perfectly familiar to every business man. The circular meant, and would be taken by those who received it as meaning, that the debtor was going to propose to his creditors a composition, as to the acceptance of which they were to decide, and that, if it were not accepted, suspension of payment was the only alternative. If that was the true meaning of the document, the case came within *Re Lamb*. It might be otherwise if the suspension of payment was only to take place on a contingency, but his lordship did not so read it. As to *Re Fleming, Fraser, & Co.*, he only desired to say that, if it was contrary to *Re Lamb*, it was wrongly decided; but, if it was a right decision, it was so on the ground that there the letter coupled with the circumstances differed from the letter and the circumstances in *Re Lamb*. As to some of the observations of Cave, J., in the former case, his lordship desired to reserve his opinion. FRY, L.J., differed from the rest of the court as to the construction of the circular. In order that a notice of suspension of payment should come within sub-section 1 (A) it must, he thought, be an unqualified and unconditional notice. If the debtor only said that he would suspend payment if a strike occurred, or if a particular cargo was lost, or if a certain correspondent failed, it would not be a notice within the section. The question was, whether the notice in this case was an unqualified notice of suspension of payment. In his opinion it was not. He would place himself in the position of the creditors who received the notice. The true meaning of it appeared to him to be that the debtor would suspend payment, unless at the meeting the creditors should otherwise direct. He called his creditors together that he might take counsel with them; he thought he must suspend payment, but he asked them to say what he ought to do. The circular was extremely likely to lead to a composition, but it might lead to the creditors telling him to go on. In *Re Lamb* the letter stated that, unless the creditors accepted a composition of five shillings in the pound, the debtor would suspend payment of the whole. *Quedeneue vid* it was a notice of suspension of payment.—COUNSEL, *Herbert Reed & Mellor; Rowland Whitehead*. SOLICITORS, *G. Lennox; Phelps, Sidgwick, & Co.*

Ex parte OFFICIAL RECEIVER, Re MCGRATH—Cave, J., 18th January.

BANKRUPTCY—PUBLIC EXAMINATION—REFUSAL OF DEBTOR TO ATTEND—WARRANT OF ARREST—SERVICE OF NOTICE—BANKRUPTCY ACT, 1883, ss. 25, 28, 142—BANKRUPTCY RULES, 1886, rr. 92, 185, 186.

An important decision was given in this case with reference to the power of the court to issue a warrant for the arrest of a debtor who has failed to attend his public examination where notice of the time and place for holding such examination has not been served on him personally, but has been sent by registered letter. On the 1st of October, 1889, a petition was presented against the debtor, the act of bankruptcy alleged being noncompliance with the requirements of a bankruptcy notice, and on the 7th of October an order was made for substituted service of the petition by a copy thereof being enclosed in a registered letter addressed to the debtor at 78, High Holborn. On the 23rd of October, 1889, a receiving order was made, a copy being sent to the debtor by registered post, and on the 28th of October he attended on the official receiver for examination as to his affairs, and stated that he resided at 78, High Holborn. On the 3rd of December, 1889, a notice of the time and place fixed for the first meeting of creditors, and a notice of the time and place appointed by the court for the public examination, was sent by the official receiver by registered letter to the debtor at 78, High Holborn, being his last known address. Neither of these notices were returned to the official receiver, but the debtor failed to attend the first meeting of creditors, no excuse being given for his absence, and he also failed to attend for his public examination, which had been fixed for the 30th of December, 1889, without any reason being alleged for his non-attendance. Application was accordingly made to the registrar for a warrant of arrest under section 25 of the Bankruptcy Act, 1883, and rule 185 of the Bankruptcy Rules, 1886, by which power is given to arrest a debtor if, without good cause shown, he fails to attend his public examination after the order requiring him to attend has been duly served on him, but the registrar being doubtful whether or not it was requisite that the notice in question should be served personally on the debtor, the matter was referred to the judge for his decision. Rule 186 provides that "where any order is made appointing the time and place for holding the public examination of a debtor, the official receiver shall serve a copy thereof on the debtor, and shall give to the creditors notice of such order, and of the time and place appointed thereby . . ." Section 142 of the Bankruptcy Act, 1883, provides that "all notices and other documents for the service of which no special mode is directed, may be sent by prepaid post letter to the last known address of the person to be served therewith." And rule 92 provides

that "where notice of an order or other proceeding in court may be served by post it shall be sent by registered letter."

CAYN, J., directed that the warrant could be issued. His lordship said that rule 186 required that where an order was made appointing the time and place for holding the public examination, the official receiver should serve a copy thereof on the debtor. It did not say that the order should be served on him personally, but that it should be served on him. Then section 142 provided that all notices and other documents for the service of which no special mode was directed, might be sent by prepaid post letter to the last known address of the person to be served. The words, "all notices and other documents" must include a copy of an order such as that in the present case. The debtor was a person to be served and no special mode of service on him was directed. One way of testing whether a special mode of service was directed was to add to rule 186 the words of section 142, when it would run "the official receiver shall serve a copy thereof on the debtor by sending it by prepaid post letter to his last known address." There was nothing inconsistent in that language, and it would be served in the manner directed by the section. If, on the other hand, the rule had said, the official receiver shall serve a copy personally on the debtor, and it went on, by sending it by prepaid post letter, it would be an obvious contradiction in terms. There would be a special direction inconsistent with section 142. The document which by rule 186 was required to be served on the debtor might be sent to him by registered prepaid post letter, the registration being prescribed by rule 92, and as that appeared to have been done in the present case, the warrant might be issued.—SOLICITORS, *Spyer & Son*.

Ex parte NORRIS, *Re* NORRIS—C. A. No. 1, 17th January.

BANKRUPTCY—RECEIVING ORDER—APPEAL—ARRANGEMENT BETWEEN DEBTOR AND CREDITOR AFTER MAKING OF ORDER—RESCISSION OF ORDER.

In this case an appeal had been presented by a debtor against a receiving order. When the appeal came on for hearing it was adjourned, on the ground that negotiations were in progress between the debtor and the petitioning creditor for a settlement of the creditor's claim. The appeal was now restored to the list, and it was stated that an arrangement had been come to between the debtor and the creditor. The debtor's counsel admitted that it was not the practice of the Court of Appeal to discharge a receiving order, which was not alleged to have been wrongly made in the first instance, merely because an arrangement had since been made between the debtor and the petitioning creditor. The court could not disregard the interests of the other creditors, for whose benefit the receiving order, when made, would ensure. But it was asked that the case might be referred back to the registrar in order that he might rescind the receiving order if, after inquiry, he should think it a fit case for so doing. *Re Ashbury* (6 Morrell Bank. Cas. 256) was cited as an authority for adopting this course.

THE COURT (Lord Esher, M.R., and Bowen and Fry, L.J.J.) said that they could only dismiss the appeal, it being admitted that the receiving order was rightly made in the first instance. If anything had taken place since the making of the order which would justify the court in rescinding it, the proper course was to make a fresh application to the registrar. This was not a matter which could be dealt with upon an appeal against the receiving order. The report in *Re Ashbury* was not quite correct in stating that that case was "referred back" to the registrar. The court simply dismissed the appeal, leaving the debtor to apply, if he thought fit, to the registrar to rescind the receiving order.—COUNSELL, Bigham, Q.C., and Spratt; Cooper Willis, Q.C., and F. Cooper Willis. SOLICITORS, *a' Beckett Terrell & Co.; Hilborys*.

Solicitors' Cases

WARD v. LAWSON—C. A. No. 2, 22nd January.

SOLICITOR—LONDON AGENT AND COUNTRY SOLICITOR—AGENCY BUSINESS—RIGHT OF LONDON AGENT TO PARTICIPATE IN INTEREST ON COSTS PAID BY CLIENT.

The question in this case was, whether a London agent was entitled to a share of some interest upon costs which had been paid by the client to the country solicitor. The plaintiff, a country solicitor, was solicitor to a railway company; the defendant was his London agent. An agreement was entered into between them that defendant should act for the plaintiff as his agent in London, and that all business introduced by the plaintiff to the defendant, and transacted by him, should be so transacted as agent for the plaintiff on the usual agency terms. It was further agreed that the bills of costs for business transacted by the defendant, as the plaintiff's agent, in respect of the railway company should be kept separate from the plaintiff's general agency bills, and that the defendant should not call upon the plaintiff to pay any of his agency bills until the plaintiff had obtained payment of his bills of costs from the company. The defendant transacted various business of the railway company as agent for the plaintiff. The company did not pay the plaintiff's costs till many years after they became due, and ultimately the plaintiff sued the company for the amount due and obtained judgment against them, with interest. The defendant, as London agent, claimed to be entitled to a share of this interest, so far as it was paid in respect of his agency charges. Chitty, J., held that this claim was well founded. On the appeal, the question of the nature of the ordinary relation between a country solicitor and his London agent, and the remuneration to which the London agent is entitled in the absence of any special agreement, was discussed. The court consulted Mr. Ryland, the taxing master, and he informed them that, under the

usual agency terms, the London agent is entitled to be paid all his disbursements out of pocket, and also one-half of the "profit charges," but that he has nothing to do with any profit made by the country solicitor.

THE COURT (COTTON, LANDLEY, and LOPES, L.J.J.) reversed the decision, holding that the agreement did not vary the usual agency terms in this respect, and that the London agent was not entitled to any share of the interest. COTTON, L.J., said that the question turned upon the construction of the agreement. Under the ordinary relation between a London agent and a country solicitor, the London agent was clearly entitled to be paid by the country solicitor all his disbursements out of pocket. But there were a number of other charges, which were known as "profit charges," and the question had been raised whether the London agent was entitled to half the profit made by the country solicitor, or only to half the "profit charges." Their lordships had been told by the taxing master that the London agent was only entitled to half the "profit charges"—that is, the charges which did not involve any expenditure by him, and that the London agent had nothing to do with any profit made by the country solicitor, nor was he liable for any loss which the country solicitor suffered by reason of the client not being able to pay what was due from him. Was there, then, anything in the agreement in the present case to alter the ordinary rule, and to entitle the London agent to half the profits made by the country solicitor? The only thing relied on was the provision that the defendant was not to call on the plaintiff to pay him until the plaintiff had obtained payment from the railway company. That did not affect the amount which the defendant was entitled to claim; it related only to the time at which he could demand payment. It gave him a right to no greater amount than he would have been entitled to in the ordinary way. It might be very reasonable that the London agent should share in the interest, if there was an agreement that he should, but there was no such agreement here. LANDLEY, L.J., said that, till he had heard what Mr. Ryland said, he thought that under the usual agency terms the London agent was entitled to a share of the profits made by the country solicitor, but Mr. Ryland had convinced him that his original view was wrong, and that the London agent had nothing to do with the profits. He was entitled to his disbursements, and to half (or some other proportion) of the charges which were called "profit charges" to distinguish them from disbursements. The agreement in the present case did not give the London agent any right to share in profits. LOPES, L.J., concurred.—COUNSELL, Byrne, Q.C., and Chadwyck-Healey; Romer, Q.C., and B. Eyre. SOLICITORS, *Sole, Turner, & Knight; A. Scott Lawson*.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

Jan. 13.—ALBERT BARRETT (Walbrook, London).

**STROUSEBERG v. MCGREGOR*.—In our report of this case (*ante*, p. 180) the word "motion," in the fifth line from the bottom of the page, should be "action."

LAW STUDENTS' JOURNAL.

THE FINAL EXAMINATION.

The equity paper, taken as a whole, was hard—at any rate, harder than that on conveyancing. The three opening questions were certainly difficult, as they dealt with out of the way matter and required general knowledge. Since "mortgages" form fit subject-matter for the conveyancing paper, it is rather surprising to find as many as three questions on this subject. Mr. H. A. Smith's Principles of Equity would be found a useful text-book for the paper generally. The common law paper is one on which candidates generally expect to "pick up" their average, but we are afraid they will be disappointed at the present examination. The bankruptcy questions were easy enough, but the first, fifth, seventh, and ninth, dealing with pure common law practice and procedure, were difficult. Of the remaining papers that on probate, divorce, &c., was very easy; candidates who had read elementary treatises could not well fail to answer the questions on ecclesiastical law and admiralty. The criminal paper was not so objectionable as usual; still, maximum punishments for cruelly beating animals and killing fish by dynamite are not very easy unless a lucky "shot" is made—however, as the other questions can be found answered in Harris' Principles, the paper was not as hard as usual.

THE HONOURS EXAMINATION.

The conveyancing paper was of a pleasing character. Such well-known cases as *Hewison v. Negus*, *The Nottingham Brick Co. v. Butler*, *Re Price*, *Stafford v. Stafford*, with a few general questions on the rules of descent and distribution, would give a well read student but little trouble. The sixth question, on powers, was not easy, but the form of the question gives some clue to the appropriate answer. The equity paper, which was easier than that given out at the pass examination, includes several comparatively recent cases—*Re Bacon*, *Camp v. Cox*, *Fletcher & Son v. Bealey & Co.*, *Mills v. Jennings*, *Turn v. Turner*, &c., appear in more or less tolerably distinct form, together with the Preferential Payments in Bankruptcy Act, 1893. The common law paper dealt with the Insanekeepers Act, 1863, and the recent Factors Act and such cases as *Derry v. Peek*, *Eden v. Wearada Iron Co.*, *Shaw v. Shaw*, the rule in *Ex parte Waring*, *Re Sherry*, *Re Halliatt*, &c. The paper dealing with the additional subjects would doubtless prove the hardest of the four, but the questions on

criminal law dealt with familiar matters, and things a student would be more likely to know than the questions in the same subject at the pass. As the hall was pretty full, we should expect a full honours' list but for the rule that the candidates' papers will not be looked at unless they attain the necessary standard at the pass, which is believed to be a very high one.

COUNCIL OF LEGAL EDUCATION.

HILARY EXAMINATION, 1890.

At a general examination of students of the Inns of Court, held at Lincoln's-inn Hall on the 14th, 16th, 17th, 18th, 19th and 20th of December, 1889, the Council of Legal Education awarded to William Muir, Gray's-inn, and John Westley Manning, Lincoln's-inn, studentships in Jurisprudence and Roman Law of 100 guineas, to continue for a period of two years; and to Henry Smethurst Mundahl, Lincoln's-inn, and Arthur Rutherford, Middle Temple, studentships in Jurisprudence and Roman Law of 100 guineas, for one year.

The Council also awarded to the following students certificates that they had satisfactorily passed a public examination:—Abu Reza, Inner Temple; Robert Shafto Adair, Inner Temple; George Simon Alexander, Lincoln's-inn; Mohamad Hamid Ali Khan, Inner Temple; William Andrews, Middle Temple; Joseph Macdonald Baily, Inner Temple; John Finch Barry, Lincoln's-inn; William Lawrance Leonard Bell, Inner Temple; Hugh Hale Leigh Bellot, Inner Temple; Lance Bentley, Gray's-inn; Bhagat Ram, Lincoln's-inn; Lambert John Blair Bond, Middle Temple; Andrew Benjamin Brown, Middle Temple; John Gordon Drummond Campbell, Lincoln's-inn; Arthur Beresford Cane, Inner Temple; George Horace Condy, Inner Temple; George Bernard Milbank Coore, Middle Temple; Joseph Leander de Montbrun, Middle Temple; George Hanson Dennis, Middle Temple; Frederick Ernst Dubs, Inner Temple; Manik Lal Dutta, Lincoln's-inn; Gervas Selwyn Eyre, Inner Temple; Henry Gatchell Farrant, Inner Temple; Aubone George Fife, Middle Temple; Ernest Cecil Clark Firth, Middle Temple; Ganpatrao Shrivastava Gackwad, Middle Temple; Francis Joseph Green, Inner Temple; Charles Arasthoun Owen Temple Gregory, Inner Temple; Harrop William Abel Harrison, Lincoln's-inn; Lionel Edward Hawtayne, Lincoln's-inn; James Alexander Hay, Inner Temple; Charles Waterfield Hayward, Inner Temple; Charles Wilten, Andree Hayward, Inner Temple; Robert Masterman Helme, Inner Temple; Maurice Henry Hewlett, Inner Temple; Arthur Dickson Home, Middle Temple; Arthur Edward Hughes, Gray's-inn; Arthur Henry Hughes, Inner Temple; Walter Hughes, Middle Temple; George Massey Long Innes, Lincoln's-inn; Chennary Krishnan, Middle Temple; Alexander Mere Latham, Inner Temple; Walter Frewen Lord, Inner Temple; Malcolm M'Ilwraith, Lincoln's-inn; John Emilius Lewin Mayer, Lincoln's-inn; Joseph Ernest Morris, Lincoln's-inn; Thomas Evans Morris, Inner Temple; Herbert Alexander Newton, Inner Temple; Francis James Newton, Inner Temple; Alexander John Fitzroy Nugent, Inner Temple; Josiah Oldfield, Lincoln's-inn; Arthur Ferriss Sarony Pasmore, Middle Temple; Albert Julian Pell, Lincoln's-inn; Frank Phillips, Middle Temple; Hugh Wastell Postlethwaite, Inner Temple; Arthur Pritchard, Inner Temple; Morey Quayle-Jones, Middle Temple; Latifur Rahman, Middle Temple; Ganpat Rai, Gray's-inn; Diwan Doulet Ram, Inner Temple; Charles Foster Ritchie, Lincoln's-inn; Edward Charles Robinson, Inner Temple; Ernest Joseph Schuster, Lincoln's-inn; Augustus Jackson Shears, Middle Temple; William Barrow Simonds, Inner Temple; John Alexander Sinclair, Lincoln's-inn; Archibald Seth Smith, Lincoln's-inn; Newland Francis Forester Smith, Lincoln's-inn; Edward Fordham Spence, Middle Temple; Henry John Staples, Middle Temple; Rustomji Bejanjee Sunawalla, Middle Temple; John Francis Taylor, Middle Temple; Robert Temperley, Inner Temple; Frank Tillyard, Middle Temple; Skinner Turner, Middle Temple; and Edward Bachelor Walker, Middle Temple.

There were 96 examined, and 76 passed.

The following students passed a satisfactory examination in Roman Law:—Mohamad Ahmad, Lincoln's-inn; Fasihud Dien Ahmed, Middle Temple; George Boyce Allen, Inner Temple; Arthur Richard Appach, Lincoln's-inn; James Richard Atkin, Gray's-inn; John Stewart Baird, Gray's-inn; Ralph Vincent Bankes, Inner Temple; Douglas Cole Bartley, Inner Temple; Francis Herrick Birch, Inner Temple; Charles Ernest Branch, Gray's-inn; Trimbuckray Tricamray Mozamdar Buch, Middle Temple; Walter Leopold Buller, Inner Temple; Henry Charles Burdett, Inner Temple; Harry Frank Chadwick, Middle Temple; Herbert Edward Chorley, Middle Temple; Nathan Mandelson Cohen, Inner Temple; Wilfred Bruno Colbeck, Inner Temple; Nasarwanji Jamahodji Dady, Inner Temple; Framrose Pestonji Doctor, Middle Temple; George Dodson, Inner Temple; Thomas Wilson Dougan, Inner Temple; John Appleyard Dugdale, Inner Temple; Gilbert Sutherland Edwards, Inner Temple; George Francis Macdonald Eanis, Middle Temple; Pepsy Williams Evans, Inner Temple; Robert Henry Forster, Inner Temple; Sydney Roden Fothergill, Lincoln's-inn; Paul Mortimer Francke, Inner Temple; David Fulton, Middle Temple; Bertram Cardew Gardiner, Lincoln's-inn; Frederick William Gilks, Inner Temple; Alfred Charles Glover, Middle Temple; Ram Gopal, Middle Temple; William Roberts Hamilton, Inner Temple; Mirza Fakhundeen Hasaan, Inner Temple; Cyril Vyvyan Hawksford, Middle Temple; James Sands Henderson, Middle Temple; Henry Straus Quizano Henriques, Inner Temple; Richard Hughes, Middle Temple; Henry Percy Husey, Inner Temple; Masa Nao Inaba, Lincoln's-inn; Mohamed Ismail Khan, Middle Temple; John Henry Jackson, Inner Temple; Samuel James, Middle Temple; Robert Matteoson Johnston, Inner Temple; Irving Kent, Inner Temple; George Chatfield King, Lincoln's-inn; Frederick William Washington Kingdon, Middle

Temple; Oruganti Sivarama Krishnamma, Lincoln's-inn; Sidney Percy Leggett, Middle Temple; William Edward Lines, Middle Temple; Thomas Ernest Lovegrove, Lincoln's-inn; Frederick Low, Middle Temple; Henry Parker Lowe, Middle Temple; Abdul Majid, Middle Temple; Charles Bertrand Marriott, Inner Temple; Malcolm Edward Horne Martin, Inner Temple; William James Peaks Mason, Middle Temple; Vivian Matthews, Inner Temple; Fatch Chand Mehta, Middle Temple; Himendra Nath Mitra, Middle Temple; Beaufol Moore, Middle Temple; Evan Alcock Nepean, Inner Temple; Arthur John Aloysius O'Connor, Middle Temple; Horace Prudentius Parodi, Inner Temple; Nicholas Julian Paterson, Middle Temple; Thomas Probert Perks, Gray's-inn; John Michael Porral, Inner Temple; Allen Henry Powles, Inner Temple; Diwan Ram Prashad, Inner Temple; Gilbert Kenelm Treffry Purcell, Lincoln's-inn; Abdur Rahima, Middle Temple; Diwan Shadi Ram, Inner Temple; Henry Sutherland Romer, Lincoln's-inn; Hubert Lawrence Roper, Inner Temple; Francis Xavier Joseph Russell, Inner Temple; Harry Stanley Scrivener, Middle Temple; Edward Percy Simpson, Inner Temple; Sirdar Gurcharn Singh, Lincoln's-inn; Herbert Percy Smith, Inner Temple; Herbert Guy Snowden, Middle Temple; John Bruce Caldwell Stephen, Gray's-inn; Daniel Stephens, Inner Temple; Gerald Stevens, Lincoln's-inn; Andries Stoenkström, Middle Temple; William Stoney, Lincoln's-inn; Ernest Rathven Sykes, Inner Temple; Charles Taylor, Inner Temple; James Thompson, Middle Temple; Percy Gladstone Thompson, Middle Temple; Courtauld Thomson, Inner Temple; Harry Craufurd Thomson, Middle Temple; Alfred Henry Robinson Thornton, Inner Temple; John Ernest Priestley Turner, Lincoln's-inn; Henry Walter Verdon, Middle Temple; and Percy Theobald Wrigley, Lincoln's-inn.

Examined, 110; passed, 96.

At the December examination, 1889, on the subjects of the lectures of the professors of the Inns of Court, held at Lincoln's-inn Hall, 21st and 23rd of December, 1889, the Council of Legal Education awarded the following prizes to the undermentioned students:—

Roman Law, Jurisprudence, Constitutional Law and Legal History, and Private International Law.—Henry Smethurst Mundahl, Lincoln's-inn, a prize of £50; John Morrison, Lincoln's-inn, a prize of £25; Mohamed Shah Din, Middle Temple, a prize of £15; Frederick William Washington Kingdon, Middle Temple, a prize of £10.

Equity.—James Crawford Ledlie, Middle Temple, a prize of £25; Frederick William Bartlett, Middle Temple, a prize of £10.

Common Law.—Richard Denison Cumberland-Jones, Inner Temple, a prize of £50; Howard Rhys Joseph, Inner Temple, a prize of £15.

The Law of Real and Personal Property.—James Alexander Hay, Inner Temple, a prize of £50; Arthur Robinson, Middle Temple, a prize of £25; William Wallach, Middle Temple, a prize of £10.

The Council have also awarded to the student who obtained the greatest aggregate number of marks in the subjects of the lectures given by two of the professors—viz., in Equity and Common Law, Bernard James Lailey, Middle Temple, a prize of £70.

Mr. Lailey passed the best examination in Equity, and second best examination in Common Law; Mr. Cumberland-Jones passed the third best examination in Equity; Mr. Din passed the fourth best examination in Common Law; Mr. Morrison passed the third best examination in the Law of Real and Personal Property, but under the rules only one prize can be awarded to them respectively.

LEGAL NEWS.

OBITUARY.

MR. JOHN SANDERS, solicitor, died at Wandsworth on Christmas Day at the age of seventy-seven. Mr. Sanders was the son of Mr. John Sanders, solicitor, of Nottingham. He was admitted a solicitor about the year 1834, and he practised for over thirty years at Nottingham, and he was for many years in partnership with his father and with his brother, Mr. Henry Sanders. On the death of the latter he was appointed clerk to the Nottingham Board of Guardians. He removed from Nottingham to Wandsworth in 1867, on being appointed clerk to the Wandsworth and Clapham Board of Guardians, which office he held for sixteen years. He was also clerk to the Wandsworth Assessment Committee, and superintendent-registrar for the Wandsworth District. He retired from practice about six years ago.

SIR CHARLES BRODIE LOOOCK, Bart., died at his residence, 22, Gloucester-square, on the 8th inst. Sir C. Loock was the eldest son of Sir Charles Loock, M.D. He succeeded to the baronetcy on his father's death in 1875. He was educated at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1853, and he formerly practised in the Court of Chancery. Sir C. Loock was for several years a member of the Paddington Vestry. He was married in 1859 to the second daughter of the Rev. Thomas Pitman, vicar of Eastbourne. Lady Loock died about six months ago. He is succeeded in the baronetcy by his only son. Sir C. Loock was buried at Woking Cemetery on the 11th inst.

MR. PATRICK CUMIN, C.B., secretary to the Education Department, died suddenly at his residence, 16, Chester-square, on the 11th inst. Mr. Cumin was the eldest son of Dr. William Cumin, of Clifton. He was educated at Balliol College, Oxford, where he graduated third class in Mathematics in 1845, and he was called to the bar at the Inner Temple in

Trinity Term, 1855. He formerly practised in the Court of Chancery, and he was known as the author of an excellent manual of Civil Law. He acted in 1858 as secretary to the Royal Commission on Education. He was private secretary to the late Mr. Forster when vice-president of the Committee of the Council on Education, and he rendered valuable service in the preparation of the Elementary Education Act, 1870. He was for some time an examiner in the Education Department, and he became an assistant-secretary in 1871, counsel to the Department in 1882, and secretary to the Department in 1884. We believe that all who have been brought into contact with Mr. Cumlin in his official capacity will bear testimony to the care, fair-mindedness, and ability with which he transacted the business of his office. Mr. Cumlin was created a Civil Companion of the Order of the Bath in 1886. He was buried at Brompton Cemetery on the 16th inst.

Mr. WILLIAM WARREN STREETEN, C.M.G., late Chief Justice of the West African Settlements, who died on the 11th inst., was the second son of the Rev. Thomas Henry Streeten. He was educated at Tunbridge School. He was called to the bar at Lincoln's-inn in Trinity Term, 1857, and he practised for several years in the Court of Chancery. He was Queen's Advocate at Sierra Leone from 1874 till 1880, when he was appointed Chief Justice of the West African Settlements, but he retired from the bench in 1882. He was created a Companion of the Order of St. Michael and St. George in 1881. He was married in 1865 to the eldest daughter of Mr. Francis Nicholas Osborne, of Smithstown, Meath.

Mr. GEORGE FRANCIS, one of the masters of the Supreme Court, who died at 12, Carlton Hill, Maida Vale, on the 20th inst., was the second son of Mr. George Francis, of Maidstone. He was educated at Faversham Grammar School. He was called to the bar at Gray's-inn in Hilary Term, 1850, and he formerly practised on the Home Circuit. He had for many years a very good junior business. He was recorder of Faversham from 1869 till 1873, and recorder of Canterbury from 1873 till 1883. In 1878 he was appointed by the late Lord Chief Justice Cockburn to a mastership in the Queen's Bench Division. Mr. Francis was a bencher of Gray's-inn, of which society he was treasurer in 1886.

Mr. HENRY SINCLAIR CHINN, solicitor and proctor, of Lichfield, died on the 11th inst. Mr. Chinn was admitted a solicitor in 1856, and he had since practised at Lichfield in partnership with Mr. Sinckler Chinn. Mr. Chinn was clerk to the Commissioners of Taxes for the city of Lichfield and warden of the Lichfield Conduit Lands Trust. He was honorary secretary to the Lichfield Provident Dispensary, and he held for several years a commission in the Lichfield Volunteer Rifle Corps. Mr. Chinn was buried on the 14th inst.

Mr. GEORGE HUMPHREY HAWLEY, solicitor, of Longton, died on the 15th inst. Mr. Hawley was the son of Mr. John Hawley. He served his articles with Messrs. Challinor, of Leek, and he was admitted a solicitor in 1860, when he commenced practice at Longton in partnership with Mr. Edwin Clarke, and the partnership was dissolved only two years ago. In 1867, on the grant of a separate commission of the peace to Longton, he was appointed clerk to the borough magistrates. In 1871 he was elected town clerk, and he held both offices till his death. For several years he represented the Potteries district on the Council of the Municipal Corporations Association. Mr. Hawley was solicitor to the Mossfield Colliery Co. and an alderman in the Staffordshire County Council.

Sir MICHAEL ROBERTS WESTROPP, Knt., formerly Chief Justice of Bombay, died at Cannes on the 4th inst. in his seventy-third year. Sir M. Westropp was the eldest son of Captain Henry Bruen Westropp, of the 7th Dragoon Guards. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1840. A few years later he went to India, and he practised with considerable success at Bombay. He was legal remembrancer from 1860 till 1863, and he acted on three occasions as Advocate-General of Bombay. He was for a short time a member of the Bombay Legislative Council, and in 1863 he was appointed a puisne judge of the High Court. In 1870 Sir Richard Couch succeeded Sir Barnes Peacock as Chief Justice of Calcutta, and was succeeded as Chief Justice of Bombay by Mr. Justice Westropp, who thereupon received the honour of knighthood. He retired from the bench in 1882.

APPOINTMENTS.

Mr. THEODORE HENRY SHUCKBURN CAPRON, solicitor (of the firm of Sherard & Capron), of Oundle, has been appointed Registrar of the Oundle County Court (Circuit No. 35), on the resignation of his partner, Mr. Edward Castel Sherard. Mr. Capron was admitted a solicitor in 1884.

Mr. WALTER JACK HOWELL, barrister, has been appointed Private Secretary to the President of the Board of Trade. Mr. Howell was called to the bar at the Inner Temple in November, 1886.

Mr. THOMAS HUDSON, solicitor, of Manchester, has been appointed Deputy-Town Clerk of that city. Mr. Hudson was admitted a solicitor in 1874.

Mr. DICK BAKER, solicitor (of the firm of Emmerson & Baker), of Deal, Sandwich, and Walmer, has been elected Town Clerk of the borough of Sandwich, in succession to the late Mr. Thomas Lyddon Surrage. Mr. Baker was admitted a solicitor in 1882.

Mr. CHARLES FREDERICK SHACKLES, solicitor, of Hull, has been appointed Clerk to the magistrates for that borough, on the resignation of Mr. Arthur Iveson. Mr. Shackles was admitted a solicitor in 1848.

Mr. WILLIAM HENRY LAND, solicitor, of Halifax, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM FREDERICK ALPHONSE ARCHIBALD, barrister, who has been appointed a Master of the Supreme Court of Judicature, is the eldest surviving son of the late Mr. Justice Archibald. He was formerly fellow of St. John's College, Oxford, where he graduated second class in Mathematics in 1868, and he was called to the bar at the Inner Temple in Michaelmas Term, 1874. He has practised on the South-Eastern Circuit.

Mr. ALFRED EDWARD JAMES, M.A. (Cantab), solicitor (of the firm of James & James), of 23, Ely-place, Holborn-circus, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

GEORGE HERBERT MAYLOR and HAROLD FAWSETT, solicitors (Maylor & Fawsett), 20, Cullum-street, Fenchurch-street, London. Jan. 14. [Gazette, Jan. 17.]

CHARLES THOMAS LANE, FREDERIC JOHN MONRO, and HOWARD WALLACE SOUTTER, solicitors (Lane, Monro, & Soutter), 31, Queen Victoria-street, London. Jan. 1, 1889. So far as regards the said Charles Thomas Lane, who retires from the firm. [Gazette, Jan. 21.]

GENERAL.

It is stated that Mr. Justice Stephen, Mr. Baron Huddleston, and Mr. Justice Cave are suffering from the prevalent influenza.

The Judicial Committee of the Privy Council resumed their sittings on Wednesday. Their first cause list contains eleven appeals for hearing—viz., from Bengal, three; Madras, two; New South Wales, two; and the North-Western Provinces, Oude, Western Australia, and Victoria, one each. Lord Morris, the new Lord of Appeal in Ordinary, took his seat for the first time.

At the Central Criminal Court on the 17th inst. James Edward Sutherland, solicitor, pleaded guilty to the conversion to his own use of cheques amounting to over £1,000 belonging to Mr. Wm. Beeching. The accused acted with Mr. Beeching in the management of the estate of a gentleman who had died, named King, and the cheques were received by him on behalf of the executors. He, however, cashed the cheques and absconded with the proceeds. A number of witnesses were called to give the prisoner, who was well known at Plumstead, an excellent character, and the recorder sentenced him to eighteen months' hard labour.

Sir Henry James, Q.C., M.P., has addressed the following letter to a correspondent who drew his attention to the recent address by Judge Hopwood to the grand jury at Liverpool on light sentences and prison flogging:—"New-court, Temple, Jan. 18.—Dear Sir,—My attention has already been called to the charge of the Recorder of Liverpool to the grand jury of that city, a copy of which charge you have been good enough to send me. It is most satisfactory to know that a prominent judge is making a consistent attempt to deal with crime in accordance with mercy and humanity rather than by severity. Mr. Hopwood's figures prove much, and I am very confident that the action of that gentleman will establish that even the most hardened criminals can be more influenced for good by being afforded opportunities of amendment than by receiving severe sentences now so often imposed. I know nothing more sadly retrogressive than the attempt now being made to alter our law by subjecting persons guilty of any of many different offences to three floggings within a short space of time. If this be sanctioned we shall be re-enacting torture in one of its worst forms. Evil has never been flogged out of man, and certainly good will never be flogged into him." On the same subject Lord Coleridge has written the following letter to a correspondent who drew his attention to Judge Hopwood's address:—"I thank you for the paper. Without pledging myself to details, I think that Mr. Hopwood's principles of punishment are certainly right."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		APPEAL COURT	
	No. 2.		No. 2.	
Monday, Jan.	27	Mr. Pemberton	Mr. Carrington	Mr. Justice CHITTY.
Tuesday "	28	Ward	Lavie	Mr. Jackson
Wednesday "	29	Pemberton	Carrington	Mr. Clowes
Thursday "	30	Ward	Lavie	Mr. Jackson
Friday "	31	Pemberton	Carrington	Mr. Clowes
Saturday, Feb.	1	Ward	Lavie	Mr. Jackson
Monday, Jan.	27	Mr. Justice NORTH.	Mr. Justice STRAIGHT.	Mr. Justice KEEBLE.
Tuesday "	28	Mr. Leach	Mr. Farmer	Mr. Beal
Wednesday "	29	Godfrey	Leach	Mr. Pugh
Thursday "	30	Leach	Godfrey	Mr. Beal
Friday "	31	Godfrey	Leach	Mr. Pugh
Saturday, Feb.	1	Leach	Godfrey	Mr. Beal

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

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WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 17.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EMPIRE MINING CO. LIMITED—Ptn for winding up, presented Jan 9, directed to be heard before North, J., on Jan 25 Smart, Old Jewry chmbrs, solors for ptnr
GOLDFIELD OF APOLLONIA MINING CO. LIMITED—Ptn for winding up, presented Jan 16, directed to be heard before Chitty, J. on Saturday, Feb 1 Pritchard & Co, Painters Hall, agents for Brabner & Court, Liverpool, solors for ptnr
HENRY'S GREAT INDIAN REMEDIES, LIMITED—Kay, J. has, by an order dated Dec 23, appointed Charles Morgan, 8, Fenchurch bldgs, to be official liquidator
MATTHEW'S PATENT BOILER FENDER CO. LIMITED—Kay, J. has, by an order dated Dec 9, appointed Robert Samuel Mayne, 123, Bishopsgate st, to be official liquidator
MOUNT CHRISTO GOLD MINES, LIMITED—Stirling, J. has, by an order dated Dec 23, appointed William Palmer Fuller, 50, Gresham st, to be official liquidator
SHEBA REEF EXTENSION GOLD MINING CO. LIMITED—Stirling, J. has, by an order dated Dec 20, appointed Ernest Henry Collins, 19A, Coleman st, to be official liquidator Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts or claims, to the above Tuesday, Feb 13, at 12, is appointed for hearing and adjudicating upon the debts and claims
THE WEST MARCH IRON CO. LIMITED—Creditors are required, on or before Feb 3 to send their names and addresses, and the particulars of their debts, to William Barclay Peat, 3, Lothbury, and Royal Exchange, Middlesborough Belk & Cochrane, Middlesborough, solors for liquidator
W J BARBON & SONS, LIMITED—Ptn for winding up, presented Jan 14, directed to be heard before Chitty, J. on Saturday, Jan 25 Munns & Longden, Old Jewry, solors for ptners

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

ELLIOTT OLNEY & Co. LIMITED—Ptn for winding up, presented Jan 15, directed to be heard before the Vice-Chancellor, at the Assize Courts, Strangeways, Manchester, on Monday, Jan 27, at 10.30 Addleshaw & Warburton, Manchester, solors for ptnr

FRIENDLY SOCIETIES DISSOLVED.

POOR MAN'S FRIEND LODGE, No 11 Independent Order of Oddfellows, Wolverhampton Unity, Reindeer Inn, Oakwell st, Dudley, Worcester Jan 6
SUSPENDED FOR THREE MONTHS.

LOYAL SPRING OF PROVIDENCE LODGE, Black Lion Inn, Chapel st, Salford, Manchester Jan 13

London Gazette.—TUESDAY, JAN. 21.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

DURHAM SALT CO. LIMITED—Chitty, J. has, by an order dated Nov 29, appointed Villeroy Corney Doubleday, 37, Walbrook, to be official liquidator
OPERA, LIMITED—Ptn for winding up, presented Jan 18, directed to be heard before Kay, J. on Feb 1 Boxall & Boxall, Chancery lane, solors for ptners
PATENT LATH, SPLINT, AND MATCH SYNDICATE, LIMITED—Ptn for winding up, presented Jan 18, directed to be heard before Kay, J. on Saturday, Feb 1 Munns & Longden, Old Jewry, solors for ptnr
SWEDISH MATCH CO. LIMITED—Stirling, J. has, by an order dated Jan 15, appointed William Thomas Ogden, 6A, Austinfriars, to be official liquidator
WILLIE'S ROOMS, LIMITED—Chitty, J. has fixed Friday, Jan 31, at 12, at his chambers, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

LYMPSTONE PROVIDENT SOCIETY, Schoolroom, Lymptone, Exeter Jan 16

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 21.

ROBINSON, FRANCES REBECCA, Frogmore, Torquay. Feb 22. Wright v Tugwell, North, J. Bridgman & Wilcocke, College hill

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 14.

ALCOCK, CHARLOTTE, Kidderminster. Feb 28. Talbot, Kidderminster
ALMOND, WILLIAM, Darwen, Lancs, Paper Manufacturer. Feb 28. Hindle, Darwen
BAIBETOW, JAMES, Hebben Bridge, Yorks, Corn Miller. March 1. Sutcliffe, Hebben Bridge
BARLOW, ELIZABETH, Whitechurch, Salop. Feb 15. Etches, Whitechurch
BRADMONT, THOMAS, Heaton Chapel, nr Manchester. Feb 28. Walley, Manchester
BURNBY, WILLIAM, Cottingham, Yorks, Gent. Feb 14. T. & A. Priestman, Hull
BUSHELL, JOHN HEXT, Cheltenham, Clerk in Holy Orders. Feb 26. Wood & Co, Raymond bds, Gray's inn
BUTLER, JOSEPH, Curator st, Chancery lane, Law Stationer. March 4. Nicholls, Lincoln's inn fields
CRAMBLEY, JONATHAN, Dobcross, Saddleworth, Yorks, Woollen Manufacturer. Feb 22. Bradbury, Ashton under Lyne and Saddleworth
CLARK, CATHERINE, Altrincham, Chester. Feb 15. Cave & Laycock, Altrincham
GRAVES, AURELIA HENRIETTA, Carshalton, Surrey. Feb 9. M'Clellan, Bedford row
GROOM, MARY, Exeter. Feb 13. Alderton, Edgware rd
DAVIDSON, EDWARD, Tudor House, Wandsworth, Retired Major General of Royal Engineers. Feb 8. Francis & Johnson, Austin friars
DUNKINSON, JOHN HENRY, Sheffield, Table Knife Blade Manufacturer. March 10. Rodgers & Co, Sheffield
EDWARDS, EDWARD, Botwell, Hayes, Canal Boatman. Jan 30. Davis, Basinghall st
FORSTER, GEORGE, Sheffield, Pawnbroker. Feb 22. Taylor, Sheffield
GAIL, JAMES, Margate, Gent. Feb 1. Boys, Margate
GOVE, WILLIAM, Malden, Surrey, Gent. Feb 14. Gush & Co, Finsbury circus
HAMMERLEY, GEORGE, Leek, Staffs, Gent. Feb 28. Walley, Manchester
HOOD, ELIZA HOOD JACOBS, Lee, Kent. Feb 22. Stretton & Co, Cornhill

LANAGAN, ALFRED, Lallat, Victoria, Farmer. Feb 17. Ravenscroft & Co, John st, Bedford row
LEES, JOHN THOMAS, Fallowfield, nr Manchester, Butcher. Feb 14. Simpson, Manchester
LOUGHAN, MARGARET MARIA, Boulogne sur Mer, France. Feb 17. Blount & Co, Arundel st, Strand
MATTHEWS, JAMES, Yealand Conyers, Lancs, Esq, M.D. Jan 25. Sharp & Son, Lancaster
MERYON, EUGENIA, Russell rd, Kensington. Feb 20. Pattison & Co, Queen Victoria st
MILNE, CHARLES, Tonbridge, Kent, Esq. Feb 8. Milne & Milne, Clement's inn
MILNE, EDMUND, Newhey, nr Rochdale, Gent. Jan 31. Stott & Co, Rochdale
MILLS, WILLIAM, Lydgate, nr Todmorden, Tea Dealer. Feb 26. Eastwoods & Sutcliffe, Todmorden
MORGAN, RUTH, Blackfriars rd, Southwark. Feb 20. Palmer, Queen Victoria st
MUIR, WILLIAM, Brookley, Kent, Gent. Feb 17. Saw & Son, Queen Victoria st
ROBINSON, SOPHIA, St Bartholomew rd, Camden Town. Feb 20. Phelps & Co, Gresham st
ROBSON, DAVID, Hutton, Yorks, Yeoman. Feb 20. Sutcliffe & Sutcliffe, Driffield
ROOKING, JOSEPH, Garstang, Lancs, Clerk to the Highway Board. Feb 15. Clarke, Preston
TAYLOR, CHARLES, Kirk Langley, Derby, Butcher. Feb 25. J. & H. F. Gadsby & Coxon, Derby
TUDOR, LANGLEY FREDERICK VERNON, New Bond st, Esq. Feb 17. Fladgates, Craigie ct, Charing Cross
UNDERWOOD, JOHN, Norwich, Gent. Feb 1. Preston & Son, Norwich
VERNER, WILFORD COLE, St Petersburg pl, Bayswater, Esq. Jan 30. Robinson & Turnbull, Mitre ct chhrs, Temple
WADSWORTH, THOMAS, Llandudno. Mar 31. Greenhalgh & Cannon, Bolton
WEBSTER, JOHN MICHAEL, Avenue Victor Hugo, Paris, Gent. Mar 15. Dixon & Co, Bedford row, agents for Sewell, Paris

London Gazette.—FRIDAY, JAN. 17.

BALL, GEORGE, Croydon, Surrey, Beerseller. Feb 7. Colyer, Wych st, Strand
BARRATT, CATHERINE MARY, Brathay Bank, nr Ambleside, Lancs. March 1. Grundy & Co, Manchester
BARRATT, JOHN, Brathay Bank, nr Ambleside, Lancs, Esq. March 1. Grundy & Co, Manchester
BREWSTER, REV. WALDEGRAVE, Middleton, Lancs, Clerk. Feb 23. Kingsford & Co, Essex st, Strand
BROWN, JAMES, Bath, Coachbuilder. March 1. Bartlett, Bath
COURTENAY, JAMES, Leeds, Printer. Feb 22. Simpson, Leeds
COWEN, SARAH, Workington, Cumberland. Jan 31. Birkett, Workington
EDRIDGE, WILLIAM HENRY, Plaistow, Essex, Grocer. Feb 22. Wilson & Son, Basinghall st
EVERY, ELIZABETH, ELIZA, Rolleston, Staffs. Feb 14. Artindale & Southern, Burnley
FIELD, TELFORD, Woolstone, Southampton, Gent. March 1. Wilson & Son, Basinghall st
FOAT, STEPHEN, Dover, Grocer. Feb 28. Mowll & Mowll, Dover
GOW-STEWART, ALEXANDER, Newcastle upon Tyne, Lead Manufacturer. March 1. Stanton & Atkinson, Newcastle upon Tyne
GRACE, ALEXANDER CHARLES, Sturty st, East India rd, Lighterman. Feb 28. Worrell, Coleman st
HAMILTON, GUSTAVUS WILLIAM, Queen Anne's Mansions, St James's Park, Esq. March 1. O'Donoghue & Anson, Bristol
HARMAN, CHARLOTTE, Bath. March 11. Stone & Co, Bath
HEYDEMANN, NICHOLAS HERMANN, Bradford, Merchant. March 31. Atkinson, Bradford
HODGSON, JAMES, Addingham, Yorks, Farmer. Feb 12. Fawcett & Co, Shipley and Otley
HUNDLEY, JOSEPH, Hereford, Gent. Feb 17. Wallis, Hereford
HURT, JOHN, Oldham, Corn Miller. March 1. Rowbotham, Oldham
JOHNSON, JOSEPH, Sheffield, formerly Razor Manufacturer. Feb 14. Young & Co, Sheffield
JONES, EDWARD AZER, Kingland rd, Surgeon. Feb 24. Davies, Chancery lane
KAY, THOMAS HARDMAN, Walton, nr Liverpool, Ship's Steward. Feb 24. Thorndley & Cameron, Liverpool
KEMP, ISAAC, Dover, Licensed Victualler. Feb 28. Mowll & Mowll, Dover
KIRK, JOHN, Sheffield, Merchant. Feb 1. Denton, Sheffield
LEATHAM, WILLIAM HENRY, Carleton, nr Pontefract, Esq. March 1. Wilson & Loxley, Wakefield
LOXLEY, GEORGE WARD, Cobham, Surrey, Farmer. March 15. Cann & Son, Gracechurch st
MILLIGAN, WILLIAM, Leicester, Architect. March 1. Berridge & Miles, Leicester
NOV, HANNAH, Wellesley rd, Gunnersbury. March 25. Hamlin & Co, Fleet st
PASCOE, THOMAS, Sithney, Corwall, Farmer. Feb 11. Daniell & Thomas, Camborne
RIDDIFORD, GEORGE FRANCIS, Gloucester, Gent. March 1. Haines & Sumner, Gloucester
RUTTER, FAIRLEY, Newcastle upon Tyne, Brass Founder. Feb 28. Watson & Dandy, Newcastle upon Tyne
SEDGWICK, GEORGE ALFRED, Stratford, Essex, Solicitor. Feb 28. Sharman, Stratford
SNOW, JOHN PENNELL, Melton Ross, Lincs, Clerk in Holy Orders. Feb 22. Kingsford & Co, Essex st, Strand
SOLLY, MARY, Gauden rd, Clapham. March 25. Hicks, Bedford row
STOKES, JOHN, Hexham, Northumberland, Gent. Feb 7. Kinsopp, Hexham
VICKERMAN, JONATHAN, Manaton rd, Peckham Rye, Gent. Feb 1. Storey & Co, Hinton
WALKER, WILLIAM BENJAMIN, Hove, Brighton. March 6. Waltons & Co, Leadonhall st
WEBSTER, JOSEPH, Rochdale, Warehouseman. Feb 21. Standring & Co, Rochdale
WHITMORE, ELIZA, Gordon rd, Ealing. Feb 18. Webber & Duncan, Furnival's inn
YATES, JOHN LOWENDE, Cowley rd, Brixton, Barrister at Law. March 18. Hand, Macclesfield

If the house in which you live is going to be sold over your head, why not purchase it! Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal, cheap, and expeditious advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Forms and full particulars free by post.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 17.

RECEIVING ORDERS.

APPELGATE, THOMAS WILLIAM, Wood Norton, Norfolk, Farmer Norwich Pet Jan 15 Ord Jan 15

ASHTON, JOHN, Stroud Green rd, Finsbury pk, Boot Dealer High Court Pet Jan 15 Ord Jan 15

BACKHOUSE, JOHN, Artillery lane, Bishopsgate st High Court Pet Dec 30 Ord Jan 14

BOWEN, JOHN EBENEZER, Llanwrttyd Wells, Brecon, Grocer Carmarthen Pet Jan 11 Ord Jan 11

BRYANT, THOMAS, Frome, Somerset, Licensed Victualler Frome Pet Jan 15 Ord Jan 15

CHARLES, WILLIAM RICHARD, Exeter, Smith Exeter Pet Jan 13 Ord Jan 13

COATES, WILLIAM JAMES, South st, Thurloe sq, late Captain in the Militia High Court Pet Jan 13 Ord Jan 13

CRUNDEN, FREDERICK JAMES, Churchfield rd, Acton, Provision Dealer Brentford Pet Jan 9 Ord Jan 9

DE ARTOLA, JOSE MARIA, JORGE DE ARTOLA, RAMON DE ARTOLA, FRANCISCO DE ARTOLA, and DANIEL DE ARTOLA, Austin friars, Merchants High Court Pet Jan 2 Ord Jan 14

FRANCIS, HENRY, Landore, nr Swansea, Joiner Swansea Pet Jan 15 Ord Jan 15

FUGO, AUGUSTA SOPHIA, Southport, late Lodging House Keeper Liverpool Pet Jan 15 Ord Jan 15

FURNEAUX, JOHN RICHARD, Blandford, Dorset, Ironmonger Dorchester Pet Jan 15 Ord Jan 15

GAMBLIN, WALTER WILLIAM, Kingston, Somerset, Farmer Taunton Pet Jan 15 Ord Jan 15

GATTEE, JOHN WILLIAM, Benerley rd, Clapham common, formerly Buyer Wandsworth Pet Jan 14 Ord Jan 14

GRAY, ANN, Middleborough, late Lodging House Keeper Middleborough Pet Jan 1 Ord Jan 14

GUNN, WILLIAM, Birmingham, Fruiterer Birmingham Pet Jan 15 Ord Jan 15

GUY, ROBERT C., Stroud, Glos, Tailor Gloucester Pet Jan 13 Ord Jan 14

HASBACH, EMILY HARRIET LOUISA, Gower st, Boarding House Keeper High Court Pet Jan 11 Ord Jan 11

HOWARD, ERNEST, Nottingham, Corn Merchant's Traveller Nottingham Pet Jan 13 Ord Jan 13

IRWIN, WILLIAM KENNY, Manchester, Grocer Manchester Pet Dec 30 Ord Jan 13

JOHN, ANNE, Pontypriid, Glam, formerly Grocer Pontypriid Pet Jan 14 Ord Jan 14

JONES, FRANK AUGUSTUS, Maidenhead, Berks, Solicitor Windsor Pet Dec 30 Ord Jan 11

JOUGHIN, HENRY EDWARD, Lookwood, Huddersfield, Painter Huddersfield Pet Jan 14 Ord Jan 14

LARMAN, JAMES, Waltham Cross, Herts, Smith Edmonton Pet Jan 15 Ord Jan 15

LAW, JAMES, Liverpool, Baker Liverpool Pet Dec 30 Ord Jan 13

LEE, WILLIAM, Horton, Bradford, Clothier Bradford Pet Jan 13 Ord Jan 13

LEIGHTON, JAMES, Bishop Auckland, Durham, Costume Maker Durham Pet Jan 13 Ord Jan 13

LITTLE, HENRY MARSH, Mitcheldean, Glos, Innkeeper Gloucester Pet Jan 2 Ord Jan 15

MATTOCK, WALTER, Frome, Somerset, Beerhouse Keeper Frome Pet Jan 14 Ord Jan 14

MUSTILL, WILLIAM ROBERT, and JOHN WILLIAM HILL, Boro-bridge, Yorks, Fishmongers York Pet Jan 15 Ord Jan 15

NEWTON, ARTHUR GEORGE MATT, Gt Tower st, Merchant High Court Pet Dec 11 Ord Jan 15

PERRY, HENRY, Queen st, Cannon st, Commercial Clerk High Court Pet Jan 14 Ord Jan 14

PICKERING, J F, Bloomsbury st, Commission Agent High Court Pet Dec 16 Ord Jan 15

POTTER, J F, Hoddesdon, Herts, Brick Manufacturer Hertford Pet Nov 14 Ord Jan 11

ROWLINSO, GEORGE, Knutsford, Cheshire, Green-grocer Manchester Pet Jan 14 Ord Jan 14

SOCHOR, MOSES, Wentworth st, Whitechapel, Egg Merchant High Court Pet Jan 13 Ord Jan 14

SOUTHAL, THOMAS, West Bromwich, Baker West Bromwich Pet Jan 13 Ord Jan 13

TURNER, WILLIAM JOHN, Milton next Gravesend, Mineral Water Manufacturer Rochester Pet Jan 14 Ord Jan 14

WHITAKER, MYERS, Saltair, nr Shipley, Yorks, Woolsorter Bradford Pet Jan 14 Ord Jan 14

WRIGHT, SAMUEL, Oldham, Stonemason Oldham Pet Jan 14 Ord Jan 14

YOUNG, GEORGE WILLIAM, Tunbridge Wells, formerly Farmer Tunbridge Wells Pet Jan 13 Ord Jan 13

FIRST MEETINGS.

ARKWRIGHT, WILLIAM THOMAS, Blackburn, Stonemason Jan 24 at 2 County Court house, Blackburn

BARNESLEY, BARZILLAI, West Bromwich, Haulier Jan 27 at 10.30 County Court, West Bromwich

BASTOW, LIONEL CHARLES, Newark upon Trent, late Brewer Jan 24 at 11 Off Rec, St Peter's Church walk, Nottingham

BECK, TOM BURFIELD, Hereford, Watchmaker Jan 31 at 10 2 Off st, Hereford

CHARLES, WILLIAM RICHARD, Exeter, Smith Jan 27 at 10 Off Rec, 13 Bedford circus, Exeter

GRIFFITHS, HENRY EDWARD JOHN, Armley, Leeds, out of business Jan 27 at 12 Off Rec, 22, Park row, Leeds

HALL, CHARLES, Ranelagh rd, Wood Green, Omnibus

Driver Jan 27 at 11 16 Room, 30 and 31, St Swithin's lane

HART, JAMES, Gravesend, Musical Instrument Dealer Feb 3 at 11.30 Off Rec, High st, Rochester

HART, THOMAS, Gt Malvern, Draper Jan 27 at 11 Bankruptcy bldgs, Lincoln's inn

HENDERSON, HARRY A., formerly Gt Portland st Jan 28 at 13 33, Carey st, Lincoln's inn

HUGHES, RICHARD ERNEST, Birmingham, Painter Jan 28 at 11 25, Colmore row, Birmingham

IVETT, JOHN HENRY, Bedford, Journeyman Fishmonger Jan 27 at 10.30 8, St Paul's sq, Bedford

JOUGHIN, HENRY EDWARD, Lookwood, Huddersfield, Painter Jan 28 at 3 Haigh & Son, New st, Huddersfield

LANCASTER, THOMAS, Leeds, Clothier Jan 28 at 3 Off Rec, 22, Park row, Leeds

LEAH, JAMES, Heaton Norris, Lanes, Common Carrier Jan 24 at 11.30 Off Rec, County chambers, Market pl, Stockport

LEE, WILLIAM, Bradford, Clothier Jan 27 at 11 Off Rec, 31, Manor row, Bradford

LESTER, HENRY, Bow in, General Merchant Jan 30 at 11 33, Carey st, Lincoln's inn

LONG, JOHN BARTON, Wichester, Manager to a Grocer Jan 27 at 4 Black Swan Hotel, Winchester

LYON, WOLFE SIMON, Fulham rd, Auctioneer Jan 29 at 11 Bankruptcy bldgs, Lincoln's inn fields

MANNING, ELKANOR, Calster-next-Great Yarmouth, late Fishing Boat Owner Feb 7 at 10.15 Blake, South Quay, Gt Yarmouth

MOONEY, JOHN, Leeds, formerly Clerk in the Leeds Borough Engineers' Office Jan 27 at 11 Off Rec, 22, Park row, Leeds

MORFAY, MOSES, Northiam, Sussex, Farmer Jan 27 at 12.30 Young & Son, Bank bldgs, Hastings

MORRIS, FREDERICK ERNEST, Bolton, Private Tutor Jan 24 at 11 16 Wood st, Bolton

MUSTILL, WILLIAM ROBERT, and JOHN WILLIAM HILL, Boro-bridge, Yorks, Fishmongers Jan 28 at 12 Off Rec, York

ROBERTS, RICHARD RODERICK, Llanberis, Carn, Grocer Jan 24 at 2.30 Off Rec, Crypt chbrs, Chester

ROBERTSON, DUNCAN, Pembroke Dock, Bootmaker Feb 3 at 2.15 Temperance Hall, Pembroke Dock

SIMPSON, ALEXANDER, Queen's rd, Peckham, no occupation Jan 31 at 11 Bankruptcy bldgs, Lincoln's inn fields

SOMERS, LAURIE, Brighton, Club Proprietor Jan 24 at 19 Bankruptcy bldgs, Lincoln's inn fields

STEPHENS, THOMAS WILLIAM, Buxford, Pembroke Dock, Draper Feb 3 at 3.30 Temperance Hall, Pembroke Dock

SUTFIELD, KATE, Birmingham, Milliner Jan 27 at 12 Chief Off Rec, 33, Carey st, Lincoln's inn

TOWN, CHRISTOPHER EDWARD, Kentish Town rd, Schoolmaster Jan 30 at 2.30 33, Carey st, Lincoln's inn

TURNER, WILLIAM JOHN, Milton next Gravesend, Mineral Water Manufacturer Feb 3 at 12.30 Off Rec, High st, Rochester

WALTON, WILLIAM HENRY, Tunbridge Wells, Lodging House Keeper Jan 28 at 2.30 Spencer & Reeve, Mount Pleasant, Tunbridge Wells

WATERFIELD, WILLIAM, Folkestone, General Carrier Jan 24 at 12.30 73, Sandgate rd, Folkestone

WESTOVER, MARIA, Lewisham, Kent, Grocer Jan 24 at 12 119, Victoria st, Westminster

WHITAKER, MYERS, Saltair, nr Shipley, Yorks, Woolsorter Jan 28 at 11 Off Rec, 31, Manor row, Bradford

WILLIAMS, OWEN, Menai Bridge, Anglesey, Builder Jan 27 at 12.15 Queen's Head Cafe, Bangor

WYATT, W E, Globe st, Great Dover st, Canister Manufacturer Jan 30 at 12 33, Carey st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette of Jan 7.

MARSHALL, ROBERT EDWARD, Nunaton, Warwickshire, Solicitor Jan 24 at 12 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

APPELGATE, THOMAS WILLIAM, Wood Norton, Norfolk, Farmer Norwich Pet Jan 15 Ord Jan 15

ARKWRIGHT, WILLIAM THOMAS, Blackburn, Stonemason Blackburn Pet Jan 10 Ord Jan 14

BOOTH, WILLIAM ALFRED, Glossop, Derbyshire, Manufacturer Ashton under Lyne and Stalybridge Pet Nov 21 Ord Dec 19

BOXALL, THOMAS CHARLES, Southsea, Grocer Portsmouth Pet Dec 17 Ord Jan 2

BRAY, FREDERICK, Goldsmith gdns, Acton, Builder Brentford Pet Jan 3 Ord Jan 15

BRYANT, THOMAS, Frome, Somerset, Licensed Victualler Frome Pet Jan 15 Ord Jan 15

CHARLES, WILLIAM RICHARD, Exeter, Smith Exeter Pet Jan 13 Ord Jan 13

CRUNDEN, FREDERICK JAMES, Churchfield rd, Acton, Provision Dealer Brentford Pet Jan 9 Ord Jan 14

DAVIES, SAMUEL EDWARD JOHN, and THOMAS ROBERTSON, Swansea, Plumbers Swansea Pet Nov 12 Ord Nov 16

FLOWER, ALFRED JOHN WILLIAM SAUNDERS, Kinson, Dorset, House Painter Poole Pet Dec 18 Ord Jan 14

FRANCIS, HENRY, Landore, nr Swansea, Joiner Swansea Pet Jan 15 Ord Jan 15

FUGO, AUGUSTA SOPHIA, Southport, Lodging house Keeper Liverpool Pet Jan 15 Ord Jan 15

FURNEAUX, JOHN RICHARD, Blandford, Dorset, Ironmonger Dorchester Pet Jan 15 Ord Jan 15

GATTEE, JOHN WILLIAM, Benerley rd, Clapham common, formerly buyer at Messrs Hays, Candy, & Co Wandsworth Pet Jan 14 Ord Jan 14

GOLDING, JOHN PORCH, Handsworth, nr Birmingham, Gent Birmingham Ord Jan 14

GRAY, ANN, Middleborough, late Lodging house Keeper Middleborough Pet Jan 1 Ord Jan 14

GREEN, MARY LOUISA, Edgbaston, Warwickshire, Dairy Produce Saleswoman Birmingham Pet Jan 11 Ord Jan 14

HAMBROOK, RICHARD, Chisleit, Kent, late Farmer Canterbury Pet Dec 2 Ord Jan 15

HASBACH, EMILY HARRIET LOUISA, Gower st, Boarding house Keeper High Court Pet Jan 11 Ord Jan 14

HOWARD, ERNEST, Nottingham, Merchant's Traveller Nottingham Pet Jan 13 Ord Jan 13

HUGHES, RICHARD ERNEST, Birmingham, Painter Birmingham Pet Jan 1 Ord Jan 13

IRWIN, WILLIAM KENNY, Manchester, Grocer Manchester Pet Dec 30 Ord Jan 15

JOHN, ANNE, Pontypriid, Glam, formerly Grocer Pontypriid Pet Jan 13 Ord Jan 14

LARMAN, JAMES, Waltham Cross, Herts, Smith Edmonton Pet Jan 9 Ord Jan 15

LEE, GEORGE HENRY, Sheffield, late Publican Sheffield Pet Nov 22 Ord Jan 14

LEE, HENRY, Sheffield, Steel Roller Sheffield Pet Nov 22 Ord Jan 14

MATTOCK, WALTER, Frome, Somerset, Beerhouse Keeper Frome Pet Jan 14 Ord Jan 14

MORRIS, RICHARD, Gloucester, Cabinet Manufacturer's Manager Gloucester Pet Dec 31 Ord Jan 13

MUSTILL, WILLIAM ROBERT, and JOHN WILLIAM HILL, Boro-bridge, Yorks, Fishmongers York Pet Jan 15 Ord Jan 15

PERRY, HENRY, Queen st, Cannon st, Commercial Clerk High Court Pet Jan 14 Ord Jan 14

REYNOLDS, ARTHUR, Warwick, Coal Merchant Warwick Pet Dec 17 Ord Jan 14

ROBERTSON, DUNCAN, Pembroke Dock, Boot Manufacturer Pembroke Dock Pet Jan 7 Ord Jan 14

ROWLINSO, GEORGE, Knutsford, Cheshire, Green-grocer Manchester Pet Jan 14 Ord Jan 15

SIDGONS, WALTER, Sheffield, Cattle Dealer Sheffield Pet Dec 4 Ord Jan 14

SOCHOR, MOSES, Wentworth st, Whitechapel, Egg Merchant High Court Pet Jan 13 Ord Jan 14

SOMERS, LAURIE, Brighton, Club Proprietor Brighton Ord Jan 15 Receiving order made under section 103

STEPHENS, THOMAS WILLIAM, Buxford, Pembroke Dock, Draper Pembroke Dock Pet Dec 30 Ord Jan 14

TODD, WILLIAM HUBFORD, Gladstone avenue, Noel Park, Tottenham, Surgeon Edmonton Pet Dec 4 Ord Jan 15

TURNER, WILLIAM JOHN, Milton next Gravesend, Mineral Water Manufacturer Rochester Pet Jan 14 Ord Jan 14

WAGLAND, WILLIAM HENRY, Tunbridge Wells, Lodging house Keeper Tunbridge Wells Pet Jan 6 Ord Jan 11

WALSORTH, HENRY WILLIAM, and GEORGE STICKLAND, Gosport, Boot Dealers Portsmouth Pet Dec 17 Ord Jan 2

WHITAKER, MYERS, Saltair, nr Shipley, Yorks, Woolsorter Bradford Pet Jan 14 Ord Jan 14

WILKES, RICHARD, Oswestry, Salop, Manager of Refreshment House Wrexham Pet Dec 31 Ord Jan 6

WRIGHT, SAMUEL, Oldham, Stonemason Oldham Pet Jan 13 Ord Jan 14

London Gazette.—TUESDAY, JAN. 21.

RECEIVING ORDERS.

ALLEN, JOHN, and JAMES FITTON, Heywood, Lanes, Carriers Bolton Pet Jan 4 Ord Jan 16

ATKINSON, CHARLES FRANKLIN, Old Broad st, Clerk High Court Pet Jan 15 Ord Jan 16

BEISLAW, JOHN WILLIAM, Syston, Leics, Sausage Casing Maker Leicester Pet Jan 18 Ord Jan 15

BRAIN, JOHN, Darlington, Staffs, General Furniture Dealer Walsall Pet Jan 16 Ord Jan 16

BROUGH, WILLIAM, Manchester, Wheelwright Manchester Pet Jan 18 Ord Jan 15

BROWNIDGE, JAMES, and MICHAEL HENRIK, Birmingham, Factors Birmingham Pet Jan 16 Ord Jan 16

COLE, WILLIAM, Standon, Herts, Farmer Hertford Pet Jan 15 Ord Jan 15

COLES, JOSEPH, Halberton, Devon, Labourer Exeter Pet Jan 17 Ord Jan 17

DENLEY, MARTHA LOUISA, Highweek, Devon, late Innkeeper Exeter Pet Jan 16 Ord Jan 16

DOOTSON, SAMUEL, Bolton, Joiner Bolton Pet Jan 16 Ord Jan 16

ENTWISTLE, WILLIAM, Gt Lever, nr Bolton, Builder Bolton Pet Jan 16 Ord Jan 16

GAUNTLETT, HENRY DOUGLAS, CUTHBERT AUGUSTIN GAUNTLETT, and HAMILTON WILLIAM ATHERLEY, Bishopsgate st Within, Tea Dealers High Court Pet Jan 17 Ord Jan 17

GORRING, ARTHUR EDWARD, Ipswich, late Farmer Ipswich Pet Jan 16 Ord Jan 16

HOLDING, GEORGE, Nassau st, Mortimer st, Commercial Traveller High Court Pet Oct 10 Ord Jan 17

JACKSON, ESTHER, Southwick st, Hyde pk, Widow High Court Pet Jan 2 Ord Jan 17

JACOBS, HEZEKIAH, Newport, Mon, late Outfitter Newport Pet Jan 16 Ord Jan 16

JAMES, DAVID, Fishguard, Pembs, Mariner Pembroke Dock Pet Jan 15 Ord Jan 16

KITSON, FREDERICK HARVEY, Ipswich, Baker Ipswich Pet Jan 17 Ord Jan 17

LOWTHER, WILLIAM HENRY, High rd, Knightsbridge, Manager of Coffee Tavern High Court Pet Jan 18 Ord Jan 15

MARTIN, THOMAS, Pentra, Llandegfan, Anglesey, Fish Merchant Bangor Pet Jan 16 Ord Jan 15

MAUNDER, GEORGE HENRY, Bristol, Manufacturer's Clerk Bristol Pet Jan 18 Ord Jan 18
 MAYO, THOMAS, Coventry, Builder Coventry Pet Jan 15 Ord Jan 18
 MOSLEY, THOMAS, Macclesfield, Fish Dealer Macclesfield Pet Jan 15 Ord Jan 18
 OAKLEY, FREDERICK, Newport, Mon, Clothier Newport Pet Jan 15 Ord Jan 18
 PARR, JAMES, Rock Ferry, Cheshire, Monumental Mason Birkenhead Pet Jan 16 Ord Jan 16
 POWELL, JAMES, Ware, Hertfordshire, Carpenter Hertford Pet Jan 16 Ord Jan 16
 REDMAN, MARK, Brockley, Kent, Builder Greenwich Pet Dec 19 Ord Jan 14
 ROBINSON, GEORGE HENRY, Leeds, Dyer Leeds Pet Jan 16 Ord Jan 16
 RYKELL, EDMUND, Cheltenham, Butcher Cheltenham Pet Jan 15 Ord Jan 15
 SCHAEFER, HENRY WILLIAM, Fenchurch at High Court Pet Nov 5 Ord Jan 16
 SLOOMER, HENRY, Grove terr, Upton pk, Essex, Clerk High Court Pet Jan 18 Ord Jan 18
 STACEY, JANE, Nether Stowey, Licensed Victualler Wells Pet Jan 16 Ord Jan 16
 THOMAS, ALFRED JOHN, Cheltenham, Baker Cheltenham Pet Jan 15 Ord Jan 16
 WATTS, SAMUEL, Bradford, Gilder Bradford Pet Jan 16 Ord Jan 16
 WALKER, THOMAS, New Barnet, Herts, Baker Barnet Pet Jan 16 Ord Jan 16
 WILLIAMS, CHARLES, Ruabon, Denbighshire, Labourer Wrexham Pet Jan 18 Ord Jan 18
 WHEAT, JESSE, Rochester, Licensed Victualler Rochester Pet Jan 17 Ord Jan 17

The following amended notice is substituted for that published in the London Gazette of Dec 13.
 COLLINGS, ROSE, MILDRED, and CLARA AGNES COLLINGS, Bottle, Boot Dealers Liverpool Pet Nov 30 Ord Dec 11

The following amended notice is substituted for that published in the London Gazette of Jan 3.
 PINNOCK, GEORGE JAMES FREWIN, High rd, Chiswick, Cheesemonger Brentford Pet Dec 31 Ord Dec 31

The following amended notice is substituted for that published in the London Gazette of Jan 17.
 ROWLINSON, GEORGE, Knutsford, Cheshire, Greengrocer Manchester Pet Jan 14 Ord Jan 14

RECEIVING ORDER REPOSENDED.
 LAWTON, E. A. Great Oresby, Cotton Broker Liverpool Ord Feb 22, 1889 Reso Jan 3, 1890

FIRST MEETINGS.

ALLEN, JOHN, and JAMES FITTON, Heywood, Lancs, Carriers Jan 31 at 11.30, Wood st, Bolton
 AUSTEN, THOMAS CALTON, Pluckley, Kent, Farmer Jan 28 at 3 The Saracen's Head Hotel, Ashford
 BRANDON, JOHN, Luton, Beds, Greengrocer Jan 30 at 11 Off Rec, Luton
 BRYANT, THOMAS, Frome, Somerset, Licensed Victualler Feb at 12.30 Angel Hotel, Frome
 BULLOCK, WILLIAM, Leighton grove, Kentish Town, Commercial Traveller Feb 4 at 12 33, Carey st, Lincoln's inn
 COLES, JOSEPH, Halberton, Devon, Labourer Jan 31 at 11 Off Rec, 13, Bedford circus, Exeter
 CRANE, JOSEPH ALBION, Houndsditch, Wholesale Clothier Jan 31 at 11 33, Carey st, Lincoln's inn
 DAVINE, JOSEPH, Ferndale, Glam, Builder Jan 30 at 12 Off Rec, Merthyr Tydfil
 DENLEY, MARTHA LOUISA, Highweek, Devon, late Innkeeper Jan 30 at 10 Off Rec, 13, Bedford circus, Exeter
 DOOTSON, SAMUEL, Bolton, Joiner Jan 30 at 11 16, Wood st, Bolton
 DUCKWORTH, WALTER HINDLE, Blackburn, Timber Merchant Jan 28 at 2.45 County Court House Blackburn
 ENTWISTLE, WILLIAM, Gt Lever, nr Bolton Builder Jan 30 at 3 16, Wood st, Bolton
 FRANCIS, HENRY, Landore, nr Swansea, Joiner Jan 30 at 11 Off Rec, 97, Oxford st, Swansea
 FUGG, AUGUSTA SOPHIA, Southport, late Lodging House Keeper Jan 30 at 3 Off Rec, 35, Victoria st, Liverpool
 FUERNBAUX, JOHN RICHARD, Blandford, Dorset, Ironmonger Jan 29 at 1 Off Rec, Salisbury
 GREWCOCK, JAMES, Blaby, Leics, out of business Jan 29 at 12.30 Off Rec, 34, Friar lane, Leicester
 HAYNES, HENRY CRANE, Braekley, Northamptonshire, Mineral Water Manufacturer Feb 1 at 11.30, St Aldate's, Oxford
 HEATHER, RICHARD JOHN, Castle st, Long acre, Licensed Victualler Feb 4 at 11 33, Carey st, Lincoln's inn
 HOWARD, ERNEST, Nottingham, Corn Merchant's Traveller Jan 28 at 11 Off Rec, St Peter's Church walk, Nottingham
 HOWLETT, WALKER, Hill st, Peckham, Surgeon's Assistant Jan 31 at 2.30 33, Carey st, Lincoln's inn
 HUGGINS, WILLIAM RICHARD, Spersholt rd, Crouch hill, Slate Merchant Jan 30 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 JOHN, ANNE, Pontypridd, Glam, late Grocer Jan 30 at 3 Off Rec, Merthyr Tydfil
 JONES, GEORGE, Basingstoke, Hants, Clerk in Holy Orders Jan 31 at 3 Chamber of Commerce, 145, Cheapside
 KINBERT, EMMA ELIZABETH, and THOMAS HENRY BENNETT, Fitchetts ct, Noble st, Manufacturers Feb 5 at 11 33, Carey st, Lincoln's inn
 LATHERIDGE, W., Hove, Sussex, Gent Jan 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 LOVELL, ROBERT, York pl, St George's in the East,

Boot Manufacturer Jan 30 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 MAILES, WALTER, Caddington, Herts, Carpenter Jan 30 at 11.30 Off Rec, Luton
 MATTOCK, WALTER, Frome, Somerset, Beerhouse Keeper Feb 4 at 11 Angel Hotel, Frome
 MURRAY, JOHN, Leeds, Fishdealer Jan 29 at 12 Off Rec, 22, Park row, Leeds
 NICHOLAS, D., Piccadilly, Tailor Jan 29 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 PARKER, WILLIAM GEE, High Holborn, Photographer Jan 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 PARR, JAMES, Rock Ferry, Cheshire, Monumental Mason Jan 29 at 2.30 Off Rec, 35, Victoria st, Liverpool
 PARRY, HENRY, Capel Curig, Carnarvonshire, Grocer Jan 29 at 12.15 Queen's Head Cafe, Bangor
 PARRY, HENRY, Liverpool, Master Mariner Jan 29 at 1.30 Off Rec, 25, Victoria st, Liverpool
 PRABSON, WALTER, and RICHARD MARTIN PRABSON, Gt Grimsby, Fishcurers Jan 29 at 11 Off Rec, 3, Haven st, Gt Grimsby
 ROWLINSON, GEORGE, Knutsford, Cheshire, Greengrocer Jan 28 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 RYKELL, EDMUND, Cheltenham, Butcher Jan 28 at 3.50 County Court bldgs, Cheltenham
 SIDGSON, JOHN JACKSON, Blackburn, Shop Manager, Jan 28 at 2 County Court house, Blackburn
 SMITH, FREDERICK, and THOMAS WILLIAM BOUTLER, Queen Victoria st, Mantle Manufacturers Feb 4 at 11 Bankruptcy bldgs, Lincoln's inn
 STACEY, JANE, Nether Stowey, Somerset, Licensed Victualler Feb 5 at 12.15 Off Rec, Bank chmbrs, Bristol
 STEERS, JAMES, Doncaster, Builder Jan 29 at 2.30 Off Rec, Firtree lane, Sheffield
 THOMAS, ALFRED JOHN, Cheltenham, Baker Jan 29 at 4.30 County Court bldgs, Cheltenham
 WATTS, SAMUEL, Bradford, Gilder Jan 30 at 11 Off Rec, 31, Manor row, Bradford
 WILLIAMSON, THOMAS, Hereford, Domestic Machinery Dealer Jan 31 at 10 2, Offs at, Hereford
 WOOD, THOMAS, Muston, Leicestershire, Farmer Jan 28 at 12 Off Rec, St Peter's Church walk, Nottingham
 WREN, JESSE, Rochester, Licensed Victualler Jan 31 at 11.30 Off Rec, High st, Rochester
 WRIGHT, SAMUEL, Oldham, Stonemason Jan 28 at 11 Off Rec, Priory chmbrs, Union st, Oldham

ADJUDICATIONS.

APPLEYARD, JOSEPH, Wiseton Grange, nr Bawtry, Notts, Farmer Lincoln Pet Dec 23 Ord Jan 18
 ASLETT, JOHN, Stroud Green rd, Finsbury pk, Boot and Shoe Dealer High Court Pet Jan 16 Ord Jan 17
 ATKINSON, CHARLES FRANKLIN, Old Broad st, Clerk High Court Pet Jan 15 Ord Jan 16
 BAINBRIDGE, WILLIAM JAMES JOSEPH SMITH, Ludgate circus bldgs, Wholesale Provision Merchant High Court Pet Nov 27 Ord Jan 15
 BASTOW, LIONEL CHARLES, Newark upon Trent, formerly Brewer Nottingham Pet Jan 10 Ord Jan 16
 COATES, WILLIAM JAMES, South st, Thurlow sq, late Captain in the Militia High Court Pet Jan 18 Ord Jan 16
 COLES, JOSEPH, Halberton, Devon, Labourer Exeter Pet Jan 17 Ord Jan 17
 DENLEY, MARTHA LOUISA, Highweek, Devon, late Innkeeper Exeter Pet Jan 16 Ord Jan 16
 ENTWISTLE, WILLIAM, Gt Lever, nr Bolton, Builder Bolton Pet Jan 15 Ord Jan 16
 EVERDEN, WILLIAM FREDSON CAMPBELL, Cannon st, Accountant High Court Pet Dec 3 Ord Jan 16
 GAMBELL, WALTER WILLIAM, Kingston, Somerset, Farmer Taunton Pet Jan 14 Ord Jan 16
 GREEN, JOHN, and FRANK LOVELL LEE, Amherst rd, Hackney, Builders High Court Pet Nov 7 Ord Jan 15
 GURN, WILLIAM, Birmingham, Fruiterer Birmingham Pet Jan 15 Ord Jan 15
 GUY, ROBERT C., Stroud, Glos, Tailor Gloucester Pet Jan 11 Ord Jan 16
 HARRISON, WILLIAM SALISBURY, Sunderland, Medical Student Sunderland Pet Nov 18 Ord Jan 16
 HEATH, JOHN, Barnsbury rd, Builder High Court Pet Nov 1 Ord Jan 17
 JACKSON, FREDERICK, Northolt, Builder Windsor Pet Jan 3 Ord Jan 15
 JAMES, DAVID, Fishguard, Pembro, Mariner Pembroke Dock Pet Jan 15 Ord Jan 18
 JOLLY, W. H., Canning Town, Essex, Bargebuilder High Court Pet Dec 15 Ord Jan 17
 JONES, FRANCIS AUGUSTUS, Maidenhead, Berks, Solicitor Windsor Pet Dec 30 Ord Jan 16
 JOUGHEIN, HENRY EDWARD, Lockwood, Huddersfield, Painter Huddersfield Pet Jan 14 Ord Jan 15
 KITTON, FREDERICK HARVEY, Ipswich, Baker Ipswich Pet Jan 16 Ord Jan 17
 LEWIS, ROBERT, Marsh Chapel, Lines, Farmer Great Grimsby Pet Nov 22 Ord Jan 15
 LOWTHER, WILLIAM HENRY, High rd, Knightsbridge, Manager of Coffee Taverns High Court Pet Jan 18 Ord Jan 18
 MACDONALD, JOHN, Kingsford terr, Seven Sisters rd, Stamford Hill, Grocer Edmonston Pet Dec 4 Ord Dec 7
 MARTIN, THOMAS, Pentra, Llandegfan, Anglesey, late Fish Merchant Bangor Pet Jan 16 Ord Jan 16
 MAUNDER, GEORGE HENRY, Bristol, Manufacturer's Clerk Bristol Pet Jan 18 Ord Jan 18
 MESSAGE, Stephen, Hastings, Brickmaker 'Lewes and Eastbourne Pet Nov 29 Ord Jan 18

NEWTON, ARTHUR GEORGE MARY, Gt Tower st, Merchant High Court Pet Dec 11 Ord Jan 18
 OAKLEY, FREDERICK, Newport, Mon, Clothier Newport, Mon Pet Jan 15 Ord Jan 18
 PALLET, JOSEPH ROBERT, Billingham, Lincs, Farmer Boston Pet Jan 6 Ord Jan 16
 PARR, JAMES, Rock Ferry, Cheshire, Monumental Mason Birkenhead Pet Jan 16 Ord Jan 16
 PERKES, FRANK HALLATT, Kidderminster, Draper Kidderminster Pet Jan 2 Ord Jan 13
 PHILLIPS, ARTHUR, Barking, Essex, Grocer Chelmsford Pet Jan 4 Ord Jan 16
 PINNOCK, GEORGE JAMES FREWIN, High st, Chiswick, Cheesemonger Brentford Pet Dec 31 Ord Jan 14
 ROBINSON, GEORGE HENRY, Leeds, Dyer Leeds Pet Jan 16 Ord Jan 16
 RYKELL, EDMUND, Cheltenham, Butcher Cheltenham Pet Jan 15 Ord Jan 15
 SALT, GEORGE, Phoenix Wharf, Olrik st, Southwark, Wharfinger High Court Pet Dec 11 Ord Jan 15
 SLOOMER, HENRY, Grove terrace, Upton Park, Essex, Clerk High Court Pet Jan 18 Ord Jan 18
 SOUTHALL, THOMAS, West Bromwich, Baker West Bromwich Pet Jan 13 Ord Jan 17
 STACEY, JANE, Nether Stowey, Somerset, Licensed Victualler Wells Pet Jan 15 Ord Jan 15
 THOMAS, ALFRED JOHN, Cheltenham, Baker Cheltenham Pet Jan 15 Ord Jan 15
 WATTS, SAMUEL, Bradford, Gilder Bradford Pet Jan 16 Ord Jan 16
 WALKER, THOMAS, New Barnet, Herts, Baker Barnet Pet Jan 16 Ord Jan 16
 WESTON, JOHN, Wardour st, Oxford st, Licensor Victualler High Court Pet Sept 6 Ord Jan 16
 WILLIAMS, CHARLES, Ruabon, Denbigh, Labourer Wrexham Pet Jan 18 Ord Jan 18
 WHEAT, JESSE, Rochester, Licensed Victualler Rochester Pet Jan 16 Ord Jan 18
 WYATT, W. E., Trading at Globe st, Gt Dover st, Canister Manufacturer High Court Pet Dec 13 Ord Jan 15
 YOUNG, GEORGE WILLIAM, Tunbridge Wells formerly Farmer Tunbridge Wells Pet Jan 13 Ord Jan 15

The following amended notice is substituted for that published in the London Gazette of Jan 17

ROWLINSON, GEORGE, Knutsford, Cheshire, Greengrocer Manchester Pet Jan 14 Ord Jan 15

SALE OF ENSUING WEEK.

Jan. 29.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, E.C., at 2 o'clock, Shares in the Law Life Corporation, Union Fire and Life Insurance Co. (see advertisement, this week, p. 4).

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